
State:	District of Columbia	Filing Company:	Prudential Annuities Life Assurance Corporation
TOI/Sub-TOI:	A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium		
Product Name:	RILA/IND(11/19)		
Project Name/Number:	RILA/IND(11/19)/IFSA-RILA/IND(11/19)-JW		

Filing at a Glance

Company:	Prudential Annuities Life Assurance Corporation
Product Name:	RILA/IND(11/19)
State:	District of Columbia
TOI:	A03I Individual Annuities - Deferred Variable
Sub-TOI:	A03I.002 Flexible Premium
Filing Type:	Form
Date Submitted:	02/07/2020
SERFF Tr Num:	PRUD-132245064
SERFF Status:	Submitted to State
State Tr Num:	
State Status:	
Co Tr Num:	IFSA-RILA/IND(11/19)-JW
Implementation	On Approval
Date Requested:	
Author(s):	John Witteman, Pamela Bonaparte-Golding, Kimberly Rumore, Herman Livingston, Patricia Smith
Reviewer(s):	
Disposition Date:	
Disposition Status:	
Implementation Date:	

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General Information

Project Name: RILA/IND(11/19)
Project Number: IFSA-RILA/IND(11/19)-JW
Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: The enclosed forms have not been filed in our State of Domicile, Arizona, as they are exempt from filing pursuant to Arizona Revised Statutes, Section 20-1110.F, and the Exemptive Order dated October 22, 2003.

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 02/07/2020

State Status Changed:

Deemer Date:

Submitted By: John Witteman

Created By: John Witteman

Corresponding Filing Tracking Number:

Filing Description:

VIA SERFF

February 7, 2020

Re:Prudential Annuities Life Assurance Corporation ("PALAC")

NAIC No. 304-86630FEIN No. 06-1241288

Forms Submitted for Approval:

RILA/IND(11/19)-DC: Contract

END-RILA-P2P(11/19): Endorsement

END-RILA-TPAR(11/19): Endorsement

END-RILA-SRP(11/19): Endorsement

RID-RILA-ROP(11/19): Rider

END-RILA-MRS(11/19): Endorsement

RILA-SCH-I(11/19): Schedule Page

RILA-SCH-DCD(11/19): Schedule Page

RILA-SCH-I-DCD(11/19): Schedule Page

RILA-APP(6/20): Application

RILA-APP-I(6/20): Application

RILA-IBAPP(6/20): Application

RILA-IBAPP-I(6/20): Application

Dear reviewer,

The referenced Flexible Premium Index Linked Variable Annuity forms are submitted for your review and approval. The enclosed forms are new and do not replace any other forms previously filed with the Department. It is our belief that there are no provisions in these forms that are unusual so that they deviate from standard industry practice. We intend to market the submitted forms through all distribution channels as a "B Share" annuity and as a fee based annuity solution sold by or with Registered Advisors as an "I Share" annuity.

Contract: RILA/IND(11/19)-DC

State:	District of Columbia	Filing Company:	Prudential Annuities Life Assurance Corporation
TOI/Sub-TOI:	A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium		
Product Name:	RILA/IND(11/19)		
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Annuity Contract RILA/IND(11/19)-DC is an Individual Flexible Premium Index Linked Variable Annuity Contract. Annuity Contract RILA/IND(11/19)-DC may be issued as a B Share annuity with a six-year Contingent Deferred Sales Charge schedule or as an I Share annuity with no Contingent Deferred Sales Charge, depending on which Schedule Page is used. The Annuity Contract Form provides for allocation of purchase payments to variable sub-accounts and/or Index Strategy(ies) described below. Additional Purchase Payments may be made at the Owner's option. When issued as a B Share annuity, withdrawals may be subject to a Contingent Deferred Sales Charge, depending on the "age" of the Purchase Payment being withdrawn. Annuity payout amounts are fixed, not variable. The Contract provides for a (return of Account Value) death benefit payable upon the death of the Owner, or the Annuitant if the Owner is an entity.

Endorsement: END-RILA-P2P(11/19)

Endorsement: END-RILA-P2P(11/19) provides a Point to Point with Cap Index Strategy. This Endorsement will be automatically issued with Annuity Contract RILA/IND(11/19)-DC at no additional charge.

Endorsement: END-RILA-TPAR(11/19)

Endorsement: END-RILA-TPAR(11/19) provides a Tiered Participation Rate Index Strategy. This Endorsement will be automatically issued with Annuity Contract RILA/IND(11/19)-DC at no additional charge.

Endorsement: END-RILA-SRP(11/19)

Endorsement: END-RILA-SRP(11/19) provides a Step Rate Plus Index Strategy. This Endorsement will be automatically issued with Annuity Contract RILA/IND(11/19)-DC at no additional charge.

Rider: RID-RILA-ROP(11/19)

Rider RID-RILA-ROP(11/19) provides for a death benefit which is the greater of: (a) Purchase Payments made to the Annuity through the date we receive due proof of death, proportionally reduced by withdrawals, and (b) the Account Value on the date we receive due proof of death. Initially, this Rider will be automatically issued with Annuity Contract RILA/IND(11/19)-DC at no additional charge. In the future, we may make Rider RID-RILA-ROP(11/19) an optional death benefit for a charge.

Endorsement END-RILA-MRS(11/19)

Endorsement END-RILA-MRS(11/19) waives Contingent Deferred Sales Charges if the Owner is diagnosed with a fatal illness or is confined in a medical care facility prior to making a withdrawal. This Endorsement will be automatically issued with Annuity Contract RILA/IND(11/19)-DC when it has been issued as a B Share annuity at no additional charge.

Schedule Page RILA-SCH-I(11/19)

Annuity Schedule Page RILA-SCH-I(11/19) will be used with Annuity Contract RILA/IND(11/19)-DC when it has been sold as a fee based annuity by a Registered Advisor.

Schedule Page RILA-SCH-DCD(11/19)

Annuity Schedule Page RILA-SCH-DCD(11/19) will be used with Annuity Contract RILA/IND(11/19)-DC when it has been issued as an inherited beneficiary annuity. Annuity Schedule Page RILA-SCH-DCD(11/19) would replace pages 3 through 6, allowing for the designation of the Owner as the decedent for the benefit of (FBO) the beneficiary, and the Key Life whose life expectancy is the basis for determining payments under the inherited beneficiary annuity.

Schedule Page RILA-SCH-I-DCD(11/19)

Annuity Schedule Page RILA-SCH-I-DCD(11/19) will be used with Annuity Contract RILA/IND(11/19)-DC when it has been issued as an I Share annuity and as an inherited beneficiary annuity. Annuity Schedule Page RILA-SCH-DCD(11/19) would replace pages 3 through 6, allowing for the designation of the Owner as the decedent for the benefit of (FBO) the beneficiary, and the Key Life whose life expectancy is the basis for determining payments under the inherited beneficiary annuity.

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TOI/Sub-TOI:	A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium		
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Project Name/Number:	RILA/IND(11/19)/IFSA-RILA/IND(11/19)-JW		

Application RILA-APP(6/20)

Application RILA-APP(6/20) will be used to apply for Annuity Contract RILA/IND(11/19)-DC as a B Share annuity and may be used in paper or electronic format.

Application RILA-APP-I(6/20)

Application RILA-APP-I(6/20) will be used to apply for Annuity Contract RILA/IND(11/19)-DC when it has been sold as a fee based annuity by a Registered Advisor. and may be used in paper or electronic format.

Application RILA-IBAPP(6/20)

Application RILA-IBAPP(6/20) will be used to apply for Annuity Contract RILA/IND(11/19)-DC as a B Share inherited beneficiary annuity.

Application RILA-IBAPP-I(6/20)

Application RILA-IBAPP-I(6/20) will be used to apply for Annuity Contract RILA/IND(11/19)-DC when it has been sold as a fee based inherited beneficiary annuity by a Registered Advisor.

Memoranda of Variable Material

Enclosed are Memoranda of Variable Material indicating the range of values or the variability of the information shown within brackets in the enclosed Annuity Contract Forms, Schedule Pages, Riders and Schedule Supplement. We reserve the right to change the information shown within brackets, without refiling with your Department, based on new business requirements and any specific classifications of annuity holders to which we wish to offer these benefits. We confirm that, should we wish to change any information in the Memorandum of Variable Material, we will file the updated Memorandum of Variable Material with the Department before implementing any change.

The annuity forms submitted are designed for use for qualified and non-qualified sales, as defined in the Internal Revenue Code. Should the forms be used with certain qualified sales described under the Internal Revenue Code, the appropriate tax endorsement will be provided to the annuity holder and will be made part of the annuity to satisfy any federal qualified usage requirements.

A registration statement has been filed with the Securities and Exchange Commission ("SEC"). We expect the prospectus to be declared effective. We confirm that we will not market or conduct sale of the annuity forms listed until the prospectus is declared effective.

Please note that actuarial memoranda, and any related material, are enclosed with this submission. Any certifications or other materials we believe you require are also enclosed.

We believe that federal law exempts these forms from any "Flesch score" or readability requirements in your statutes or regulations. Unless otherwise informed, we reserve the right to alter the pagination, layout, including sequential order, color, and typeface of these forms. We confirm any such change will be in conformance with your State's filing requirements. From time to time we may use administrative codes/bar-coding information for inventory purposes. If we do, such information will appear in the "white space" beyond the text of the form and the state-filed form number, and will not alter either the text or the form number of the form. We consider any administrative information to not be part of the filed annuity form. We reserve the right to include, delete, or change administrative information.

Please contact the undersigned if you have any comments or questions concerning this submission.

State:	District of Columbia	Filing Company:	Prudential Annuities Life Assurance Corporation
TOI/Sub-TOI:	A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium		
Product Name:	RILA/IND(11/19)		
Project Name/Number:	RILA/IND(11/19)/IFSA-RILA/IND(11/19)-JW		

Sincerely,

John Witteman
Phone: 203-402-1403
Email: john.witteman@prudential.com

Enclosures

Company and Contact

Filing Contact Information

John Witteman,
1 Corporate Dr
Shelton, CT 06484

john.witteman@prudential.com
203-402-1403 [Phone]

Filing Company Information

Prudential Annuities Life Assurance Corporation	CoCode: 86630	State of Domicile: Connecticut
One Corporate Drive	Group Code: 304	Company Type: Life
P.O. Box 883	Group Name: Prudential Annuities	State ID Number:
Shelton, CT 06484	FEIN Number: 06-1241288	
(800) 628-6039 ext. [Phone]		

Filing Fees

Fee Required?	No
Retaliatory?	No
Fee Explanation:	

SERFF Tracking #:

PRUD-132245064

State Tracking #:

Company Tracking #:

IFSA-RILA/IND(11/19)-JW

State: District of Columbia

Filing Company:

Prudential Annuities Life Assurance Corporation

TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium

Product Name: RILA/IND(11/19)

Project Name/Number: RILA/IND(11/19)/IFSA-RILA/IND(11/19)-JW

Form Schedule

Lead Form Number: RILA/IND(11/19)-DC

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Contract	RILA/IND(11/19)-DC	POL	Initial			RILA-IND(11-19)-DC.pdf
2		Index Strategy Endorsement	END-RILA-P2P(11/19)	POLA	Initial			END-RILA-P2P(11-19).pdf
3		Index Strategy Endorsement	END-RILA-TPAR(11/19)	POLA	Initial			END-RILA-TPAR(11-19).pdf
4		Index Strategy Endorsement	END-RILA-SRP(11/19)	POLA	Initial			END-RILA-SRP(11-19).pdf
5		Return of Purchase Payments Death Benefit Rider	RID-RILA-ROP(11/19)	POLA	Initial			RID-RILA-ROP(11-19).pdf
6		Medically Related Surrender Endorsement	END-RILA-MRS(11/19)	POLA	Initial			END-RILA-MRS(11-19).pdf
7		Schedule Page	RILA-SCH-I(11/19)	POLA	Initial			RILA-SCH-I(11-19).pdf
8		Schedule Page	RILA-SCH-DCD(11/19)	POLA	Initial			RILA-SCH-DCD(11-19).pdf
9		Schedule Page	RILA-SCH-I-DCD(11/19)	POLA	Initial			RILA-SCH-I-DCD(11-19).pdf
10		Application	RILA-APP(6/20)	AEF	Initial			RILA-APP(6-20).pdf
11		Application	RILA-APP-I(6/20)	AEF	Initial			RILA-APP-I(6-20).pdf
12		Application	RILA-IBAPP(6/20)	AEF	Initial			RILA-IBAPP(6-20).pdf
13		Application	RILA-IBAPP-I(6/20)	AEF	Initial			RILA-IBAPP-I(6-20).pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
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SERFF Tracking #:

PRUD-132245064

State Tracking #:**Company Tracking #:**

IFSA-RILA/IND(11/19)-JW

State: District of Columbia**Filing Company:**

Prudential Annuities Life Assurance Corporation

TOI/Sub-TOI: A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium**Product Name:** RILA/IND(11/19)**Project Name/Number:** RILA/IND(11/19)/IFSA-RILA/IND(11/19)-JW

CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NAP	Network Access Plan
NOC	Notice of Coverage	OTH	Other
OUT	Outline of Coverage	PJK	Policy Jacket
POL	Policy/Contract/Fraternal Certificate	POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider
PRC	Provider Contract/Provider Addendum/Provider Leading Agreement	PRD	Provider Directory

PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION, PHOENIX, ARIZONA

Service Office Address:

[P.O. Box 7960
Philadelphia, PA 19176
Toll Free: 1-888-PRU-2888
Website:www.prudential.com]

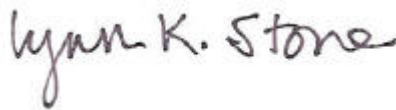
Please read this contract (the "Annuity") carefully; it is a legal contract between you and Prudential Annuities Life Assurance Corporation. Unless you direct otherwise, we will pay the named Owner(s), on the Annuity Payment Date, the first of a series of annuity payments, the frequency, period, and dollar amounts of which are determined in accordance with the terms and conditions of the annuity option payable, provided that both you and the Annuitant(s) are then living.

This Annuity is issued subject to its provisions and in consideration of any Purchase Payments you make and we accept.

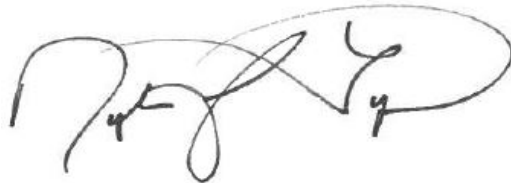
RIGHT TO CANCEL: You may cancel this Annuity for a refund by notification to us in Good Order or by returning the Annuity to our Service Office or to the representative who sold it to you within 10 days after you receive it (30 days if the Annuity is being issued as a replacement for another annuity contract or a life insurance policy). Return of this Annuity by mail is effective on being postmarked, properly addressed and postage prepaid.

The amount of the refund will equal not less than the total amount of all Purchase Payments received, less any Withdrawals as of the Valuation Day we receive the returned Annuity at our Service Office or the cancellation request in Good Order.

Signed for Prudential Annuities Life Assurance Corporation:



[_____
Secretary



[_____
President

This is a variable annuity contract with Account Value increasing or decreasing based on the experience of the Variable Separate Account and Index Strategies Separate Account. Although the Account Value may be affected by an Index, the Annuity *does not* participate directly in any Index.

INDIVIDUAL FLEXIBLE PREMIUM DEFERRED INDEX-LINKED VARIABLE ANNUITY. NON-PARTICIPATING. PAYOUT OPTIONS ARE SPECIFIED IN THE ANNUITY. OTHER PAYOUT OPTIONS MAY BE MADE AVAILABLE.

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ANNUITY SCHEDULE PAGE

ANNUITY NUMBER: [001-00001]

ISSUE DATE: [March 1, 2013]

TYPE OF BUSINESS: [Non-Qualified]

OWNER: [John Doe]

DATE OF BIRTH: [October 21, 1972]

SEX: [Male]

[OWNER: [Mary Doe]

DATE OF BIRTH: [October 15, 1972]

SEX: [Female]]

ANNUITANT: [John Doe]

DATE OF BIRTH: [October 21, 1972]

SEX: [Male]

[JOINT ANNUITANT: [Mary Doe]

DATE OF BIRTH: [January 15, 1952]

SEX: [Female]]

[CONTINGENT ANNUITANT: [Mary Doe]

DATE OF BIRTH: [January 15, 1952]

SEX: [Female]]

ALLOCATION OF INITIAL PURCHASE PAYMENT

PURCHASE PAYMENT: [\$100,000.00]

VARIABLE SUB-ACCOUNT ALLOCATION PERCENTAGE:

[[VA Fund 1]	XX%]
[VA Fund 2]	XX%]
[VA Fund 3]	XX%]
[VA Fund 4]	XX%]
[VA Fund 5]	XX%]]

INDEX STRATEGY ALLOCATION PERCENTAGE:

[[Point to Point with Cap Index Strategy]	XX%]
[Tiered Participation Rate Index Strategy]	XX%]
[Step Rate Plus Index Strategy]	XX%]]

HOLDING ACCOUNT PERIOD: [30] Days from the Issue Date

PURCHASE PAYMENT AGE LIMITATION: [Purchase Payments may be accepted up to and including the day prior to the later of: the oldest Owner's [86th] birthday (the Annuitant's [86th] birthday if the Annuity is owned by an entity), or the first anniversary of the Issue Date, unless otherwise required by applicable law or regulation to maintain the tax status of this Annuity.]

MINIMUM ADDITIONAL PURCHASE PAYMENT: [\$100]

MINIMUM ADDITIONAL PURCHASE PAYMENT UNDER AUTOMATIC PURCHASE PLANS: [\$50]

WITHDRAWALS

MAXIMUM FREE WITHDRAWAL PERCENTAGE: [10% of Purchase Payments]

MINIMUM WITHDRAWAL AMOUNT: [\$100]

MINIMUM SURRENDER VALUE AFTER A PARTIAL WITHDRAWAL: [\$2,000]

ALLOCATION OF ACCOUNT VALUE

MINIMUM VARIABLE SUB-ACCOUNT AMOUNT: [\$20]

MINIMUM INDEX STRATEGY AMOUNT: [\$2,000]

ANNUITY SCHEDULE PAGE (continued)

CHARGES

INSURANCE CHARGE:

MORTALITY AND EXPENSE RISK CHARGE: [

For Purchase Payments less than \$1,000,000 the Insurance Charge is [X.XX%]

For Purchase Payments of \$1,000,000 or more the Insurance Charge is reduced to [X.XX%]

ADMINISTRATION CHARGE: [0.15%]

CONTINGENT DEFERRED SALES CHARGE: The Contingent Deferred Sales Charge for each Purchase Payment is a percentage of the Purchase Payment being withdrawn that is in excess of the Free Withdrawal amount. The charge decreases as the Purchase Payment ages. The aging of a Purchase Payment is measured from the date it is allocated to your Annuity. The charge percentage is shown below. The charge is deducted from the Allocation Options in the same proportion as the withdrawal upon which it is assessed.

[Age of Purchase Payment Being Withdrawn]						
Year 0-1	Year 1-2	Year 2-3	Year 3-4	Year 4-5	Year 5-6	Year 6 or older
7%	7%	6%	5%	4%	3%	0.00]

ANNUITIZATION

LATEST AVAILABLE ANNUITY DATE: [The first day of the calendar month next following the oldest Owner's or Annuitant's 95th birthday.]

EARLIEST AVAILABLE ANNUITY DATE: [Three years from the Issue Date]

MINIMUM ANNUITY PAYMENT: [\$100 per month]

MINIMUM SURRENDER VALUE AT ANNUITIZATION: [\$2,000]

ANNUITY TABLES

The rates in Tables 1 and 2 below are applied to the Account Value on the Annuity Date to compute the minimum amount of the annuity payment for the payout options described below. Table 1 is used to compute the minimum annuity payment under Option 1 (Payments for Life with 120 Months Period Certain). Table 2 is used to compute the minimum initial annuity payment under Option 2 (Joint and Last Survivor).

BASIS OF COMPUTATION FOR ANNUITY OPTIONS: [We use an interest rate of 0.25% per year. The adjusted age is the Annuitant's age as of the Annuitant's last birthday prior to the date on which the first payment is due, adjusted as shown in the "Translation of Adjusted Age" table below. The actuarial basis of the Annuity Options is the Annuity 2000 valuation mortality table, with four-year age setback and projected mortality improvement factors (modified Scale G) projected from the age at annuitization to the age at which the probability of survival is needed in the calculation of the annuity payment.]

ANNUITY SCHEDULE PAGE (continued)

Translation of Adjusted Age			
Calendar Year in Which First Payment Is Due	Adjusted Age	Calendar Year in Which First Payment Is Due	Adjusted Age
2020 through 2029	Actual Age minus 2	2070 through 2079	Actual Age minus 7
2030 through 2039	Actual Age minus 3	2080 through 2089	Actual Age minus 8
2040 through 2049	Actual Age minus 4	2090 through 2099	Actual Age minus 9
2050 through 2059	Actual Age minus 5	2100 through 2109	Actual Age minus 10
2060 through 2069	Actual Age minus 6	2110 through 2119	Actual Age minus 11]

AMOUNT OF MONTHLY PAYMENT FOR EACH \$1,000 APPLIED

[ANNUITY OPTION 1 Table – Payments for Life with 120 Months Period Certain								
Adjusted Age	Male	Female	Adjusted Age	Male	Female	Adjusted Age	Male	Female
41	1.76	1.62	61	2.90	2.60	81	5.83	5.39
42	1.79	1.65	62	2.99	2.68	82	6.03	5.61
43	1.83	1.68	63	3.09	2.76	83	6.22	5.83
44	1.87	1.72	64	3.19	2.85	84	6.41	6.05
45	1.91	1.75	65	3.30	2.94	85	6.60	6.27
46	1.96	1.79	66	3.41	3.04	86	6.78	6.48
47	2.00	1.83	67	3.53	3.15	87	6.96	6.69
48	2.05	1.87	68	3.65	3.26	88	7.12	6.89
49	2.10	1.91	69	3.78	3.37	89	7.28	7.08
50	2.15	1.95	70	3.92	3.50	90	7.43	7.25
51	2.20	2.00	71	4.07	3.63	91	7.56	7.41
52	2.26	2.05	72	4.22	3.77	92	7.69	7.56
53	2.32	2.10	73	4.38	3.91	93	7.80	7.69
54	2.38	2.15	74	4.54	4.07	94	7.91	7.81
55	2.44	2.20	75	4.71	4.23	95	8.00	7.92]
56	2.51	2.26	76	4.89	4.40			
57	2.58	2.32	77	5.07	4.59			
58	2.65	2.39	78	5.25	4.78			
59	2.73	2.45	79	5.44	4.97			
60	2.81	2.53	80	5.64	5.18			

ANNUITY SCHEDULE PAGE (continued)

[ANNUITY OPTION 2 Table - Joint and Last Survivor											
Male Adjusted Age	Female Adjusted Age										
	45	50	55	60	65	70	75	80	85	90	95
45	1.59	1.68	1.75	1.80	1.84	1.87	1.89	1.90	1.91	1.91	1.91
50	1.64	1.76	1.86	1.95	2.02	2.07	2.11	2.13	2.14	2.15	2.15
55	1.68	1.82	1.96	2.09	2.21	2.30	2.36	2.40	2.43	2.44	2.45
60	1.71	1.87	2.05	2.22	2.39	2.54	2.65	2.73	2.78	2.81	2.82
65	1.73	1.90	2.11	2.33	2.56	2.79	2.98	3.13	3.23	3.29	3.32
70	1.74	1.92	2.15	2.41	2.70	3.02	3.32	3.58	3.78	3.90	3.97
75	1.74	1.94	2.17	2.46	2.81	3.21	3.64	4.06	4.42	4.68	4.84
80	1.75	1.95	2.19	2.50	2.88	3.35	3.91	4.52	5.12	5.60	5.94
85	1.75	1.95	2.20	2.51	2.92	3.44	4.10	4.91	5.79	6.62	7.26
90	1.75	1.95	2.20	2.53	2.94	3.49	4.23	5.19	6.36	7.62	8.73
95	1.75	1.95	2.21	2.53	2.96	3.52	4.30	5.37	6.78	8.47	10.15]

SEPARATE ACCOUNT(S):

VARIABLE SEPARATE ACCOUNT(S): [Prudential Annuities Life Assurance Corporation Variable Account B]

INDEX STRATEGIES SEPARATE ACCOUNT(S): [Prudential Annuities Life Assurance Corporation Index Strategies Separate Account]

RIDERS AND ENDORSEMENTS MADE A PART OF THE ANNUITY ON THE ISSUE DATE:

[Medically Related Surrender Endorsement
Point to Point with Cap Index Strategy Endorsement
Tiered Participation Rate Index Strategy Endorsment
Step Rate Plus Index Strategy Endorsement]

[PLACEHOLDER FOR INDEX STRATEGY ENDORSEMENTS]

DEFINITIONS

Account Value: The Interim Value for each Index Strategy plus the total value of all allocations to the Variable Sub-Accounts on any Valuation Day other than the Index Strategy Start Date and Index Strategy End Date. The Interim Value does not apply to an Index Strategy on the Index Strategy Start Date and the Index Strategy End Date. On an Index Strategy Start Date, the Index Strategy Base applicable to that Index Strategy would be used instead of the Interim Value. On an Index Strategy End Date, the Index Strategy Base plus the Index Credit applicable to that Index Strategy would be used instead of the Interim Value..

Accumulation Period: The period of time from the Issue Date through the last Valuation Day immediately preceding the Annuity Date.

Allocation Options: A Variable Sub-Account, Index Strategy or other option we make available as of any given time to which Account Value may be allocated.

Annuitant/Joint Annuitant: The natural person(s) named in the Annuity Schedule upon whose life or lives the annuity payments are based.

Annuity Date: The date on which we apply your Account Value to the applicable annuity payout option and begin the Payout Period.

Annuity Payment Date: The date the first annuity payment is payable.

Annuity Year: The twelve month period beginning on the Issue Date and continuing through and including the day immediately preceding the first anniversary of the Issue Date. Subsequent Annuity Years begin on the anniversary of the Issue Date and continue through and include the day immediately preceding the next anniversary of the Issue Date.

Beneficiary(ies): The natural person(s) or entity(ies) designated as the recipient of the Death Benefit, or to whom any payments may be paid in accordance with the "Annuity Payout Options" section of the Annuity.

Code or Internal Revenue Code: The Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder.

Contingent Annuitant: The natural person named in the Annuity Schedule who becomes the Annuitant upon the death of Annuitant prior to the Annuity Date.

Due Proof of Death: Due Proof of Death is satisfied when we receive all of the following in Good Order: (a) a death certificate or documentation acceptable to us, (b) all representations we require or which are mandated by applicable law or regulation in relation to the death claim and the payment of death proceeds; and (c) any applicable election of the method of payment of the Death Benefit, if not previously elected by the Owner(s), by at least one Beneficiary.

General Account: Our general investment account which contains all of our assets with the exception of the Variable Separate Account(s) and other segregated asset accounts.

Good Order: Good Order is the standard that we apply when we determine whether an instruction is satisfactory. An instruction will be considered in Good Order if it is received at our Service Office: (a) in a manner that is satisfactory to us such that it is sufficiently complete and clear that we do not need to exercise any discretion to follow such instruction and complies with all relevant laws and regulations; (b) on specific forms, or by other means we then permit (such as via telephone or electronic transmission); and/or (c) with any signatures and dates as we may require. We will notify you if an instruction is not in Good Order.

Holding Account: A Variable Sub-Account we make available and designate as such.

Index: The underlying Index used to value the Index Return based on the performance of the Index Strategies.

Index Anniversary Date: The same day, each calendar year, as the day of the initial allocation to an Index Strategy (Index Effective Date). You may allocate available Account Value to a new Index Strategy(ies) or to the

Variable Sub-Accounts or other options we make available on this date. You may allocate available Account Value to the same Index Strategy(ies) on this date once the Index Strategy(ies) has reached the Index Strategy End Date.

Index Credit: The amount you will be credited to an Index Strategy on an Index Strategy End Date based on the Index Return. Index Credit can be negative.

Index Effective Date: The first day of the first Index Strategy allocation.

Index Return: The percentage change in the Index Value from the Index Strategy Start Date to the Index Strategy End Date, which is used to determine the Index Credit for an Index Strategy.

Index Strategy(ies): Any of the index linked Allocation Options we make available in the Annuity for crediting interest based on the underlying Index associated with the Index Strategy, Buffer and Index Strategy Term. We may offer other Index Strategies from time to time, subject to our rules.

Index Strategy Base: The amount of Account Value allocated to an Index Strategy on an Index Strategy Start Date. The Index Strategy Base is used in the calculation of any Index Credit and in the calculation of the Interim Value. The Index Strategy Base is reduced for any transfers or withdrawals that occur between the Index Strategy Start and End Dates in the same proportion that the total withdrawal or transfer amount reduced the Interim Value.

Index Strategy End Date: the last day of an Index Strategy Term. This is the day any applicable Index Credit will be credited to the Index Strategy.

Index Strategy Start Date: The first day of an Index Strategy Term.

Index Strategy Term: The time period allocated to each Index Strategy. The Index Strategy Term begins on the Index Strategy Start Date and ends on the Index Strategy End Date.

Index Value: The value of the Index that is published by the Index provider at the close of each day that the Index is calculated. If an Index Value is not published for a particular Valuation Day, the closing Index Value of the next published Valuation Day will be used.

Interim Value: The value of an Index Strategy on any Valuation Day during an Index Strategy Term other than the Index Strategy Start Date and Index Strategy End Date. The Interim Value is a calculated value (as described in each Index Strategy Endorsement) and is used when a withdrawal, Death Benefit payment, transfer, annuitization, or surrender occurs between an Index Strategy Start Date and Index Strategy End Date. During an Index Strategy Term, the Interim Value is included in the Account Value and Surrender Value.

Issue Date: The effective date of your Annuity, as shown in the Annuity Schedule.

Owner(s): The natural person(s) or entity shown as Owner in the Annuity Schedule unless later changed.

Payout Period: The period starting on the Annuity Date and during which annuity payments are made.

Portfolio: An underlying mutual fund, or series thereof, in which a Sub-Account of the Separate Account invests.

Purchase Payment(s) : A cash consideration in the currency of the United States of America given to us in exchange for the rights, privileges and benefits outlined in this Annuity. We will deduct any fees, charges or Tax Charges prior to allocation to the Allocation Options you select or to the Holding Account for amounts received between Index Anniversary Dates.

Service Office Address: The location shown on the cover page of the Annuity where all requests and payments regarding this Annuity are to be sent. We refer to this as our "Service Office." The Service Office Address may be changed at any time. We will notify you in advance of any change in address.

Surrender Value: The Account Value less any applicable Contingent Deferred Sales Charge and any applicable Tax Charges.

Unit: A share of participation in a Variable Sub-Account used to calculate your Account Value prior to the Annuity Date.

Unit Price: The value of each Unit of a Variable Sub-Account on a Valuation Day.

Valuation Day: Every day the New York Stock Exchange is open for trading or any other day that the Securities and Exchange Commission requires Portfolios or unit investment trusts to be valued, and an Index Strategy Index Value is published.

Valuation Period: The period of time between the close of business of the New York Stock Exchange on successive Valuation Days.

Variable Sub-Account: A division of the Variable Separate Account(s).

we, us, our: Prudential Annuities Life Assurance Corporation.

you, your: The Owner(s) shown in the Annuity Schedule.

PURCHASE PAYMENTS

Allocation of Initial Purchase Payment(s): Issuance of an Annuity represents our acceptance of an initial Purchase Payment. The amount of your initial Purchase Payment is shown in the Annuity Schedule. On the Issue Date, we allocate all or part of your initial Purchase Payment to the Holding Account, Index Strategy(ies) and/or the Variable Sub-Accounts we make available according to your instructions.

If you allocate all or a portion of your initial Purchase Payment to the Holding Account, on the last Valuation Day of the Holding Account Period, we will transfer your Account Value in the Holding Account to the Index Strategy(ies) and/or the Variable Sub-Accounts according to your instructions on file with us. If there is no Account Value allocated to the Holding Account, no transfer to the Index Strategy(ies) and/or the Variable Sub-Accounts will occur.

Additional Purchase Payments: Additional Purchase Payments are subject to the Purchase Payment Age Limitation and the Minimum Additional Purchase Payment shown in the Annuity Schedule. We may further limit or reject certain Purchase Payments. Additional Purchase Payments will be allocated to the Variable Sub-Accounts according to your instructions. If you have not provided any allocation instructions with the additional Purchase Payment, we will allocate it to the Holding Account.

Additional Purchase Payments may not be allocated to an existing Index Strategy between the Index Strategy Start and End Dates nor may they be allocated to a new Index Strategy(ies) between Index Anniversary Dates. We will allocate Additional Purchase Payments to the Holding Account until the next Index Anniversary Date when you may transfer the Account Value in the Holding Account as described in the Allocation of Account Value section below.

ACCOUNT VALUE

Account Value in the Variable Sub-Accounts: We determine your Account Value separately for each Variable Sub-Account we make available. To determine the Account Value in each Variable Sub-Account, we multiply the Unit Price, as of the Valuation Day for which the calculation is being made, by the number of Units attributable to your Annuity in that Variable Sub-Account as of that Valuation Day.

Units: The number of Units attributable to this Annuity in a Variable Sub-Account is the number of Units purchased less the number of Units liquidated. We determine the number of Units involved in any transaction specified in dollars by dividing the dollar value of the transaction by the Unit Price of the affected Variable Sub-Account as of the Valuation Day applicable to such transaction.

Unit Price: The Unit Price for each Variable Sub-Account is the net investment factor for that Valuation Period, multiplied by the Unit Price for the immediately preceding Valuation Day. The Unit Price for a Valuation Period applies to each Valuation Day in the period.

Net Investment Factor: Each Variable Sub-Account has a net investment factor. The net investment factor is an index that measures the investment performance of, and charges assessed against, a Variable Sub-Account from one Valuation Period to the next.

The net investment factor for a Valuation Period is (a) divided by (b), less (c), where:

- (a) is the net result of:
 - (1) the net asset value per share of the Portfolios held by that Variable Sub-Account at the end of the current Valuation Period plus the per share amount of any dividend or capital gain distribution declared and unpaid (accrued) by the Portfolio, plus or minus
 - (2) any per share charge or credit during the current Valuation Period as a provision for taxes attributable to the operation or maintenance of that Variable Sub-Account.
- (b) is the net result of:
 - (1) the net asset value per share of the Portfolios held by that Variable Sub-Account at the end of the preceding Valuation Period plus the per share amount of any dividend or capital gain distribution declared and unpaid (accrued) by the Portfolio, plus or minus
 - (2) any per share charge or credit during the preceding Valuation Period as a provision for taxes attributable to the operation or maintenance of the Variable Sub-Account.
- (c) is the Insurance Charge and any applicable charge assessed against a Variable Sub-Account for any Rider attached to this Annuity corresponding to the portion of the 365 day year (366 for a leap year) that is in the current Valuation Period.

We value the assets in the Variable Sub-Account(s) at their fair market value in accordance with accepted accounting practices and applicable laws and regulations. The net investment factor may be greater than, equal to, or less than one.

Account Value in the Index Strategy(ies): At any time after the Issue Date, the portion of Account Value allocated to an Index Strategy is equal to the Interim Value for each Index Strategy as described in the Index Strategy Endorsements.

ALLOCATION OF ACCOUNT VALUE

You may allocate your Account Value among the Allocation Options we make available, excluding any Allocation Options to which you are not permitted to electively allocate or transfer Account Value. We may limit the availability of Allocation Options for additional Purchase Payments or transfers. The Variable Sub-Accounts available for allocation of Account Value as of the Issue Date are the Variable Sub-Accounts of the Variable Separate Account shown in the Annuity Schedule. Should you request a transaction that would leave less than the Minimum Variable Sub-Account Amount or the Minimum Index Strategy Amount shown in the Annuity Schedule, we may, to the extent permitted by law, add the balance of your Account Value in the applicable Allocation Option to the transaction and close out your balance in that Allocation Option.

Where permitted by law, you may authorize a third party to transfer Account Values on your behalf. Such authorization is subject to our acceptance and to the transfer restrictions described in the preceding paragraph. We may suspend or cancel our acceptance of the authorization at any time. We may restrict the Allocation Options available for transfers or allocation of Purchase Payments by such third party. If we do so, we will give the third party advance notice.

We will not restrict the Allocation Options to which you are permitted to electively allocate or transfer Account Value if we receive evidence satisfactory to us that: (a) a court of competent jurisdiction has appointed such third party to act on your behalf; or (b) you have executed a power of attorney naming such third party to act on your behalf for insurance transactions. We may refuse to accept, or suspend or cancel our acceptance of, a power of attorney at any time.

Transfers Among the Variable Sub-Accounts: You may transfer Account Value among the Variable Sub-Accounts at any time subject to our allocation and transfer rules. Your transfer request must be received by us in Good Order. We may limit the number of transfers between or among Variable Sub-Accounts in any Annuity Year for all existing or new Owners in order to preserve the tax status of your Annuity. In addition, in light of the risks that frequent transfers impose upon Owners and other investors in the Variable Separate Account(s) and/or Portfolios that serve as funding vehicles for the Variable Sub-Accounts, we may limit transfer activity and impose other requirements or charges to minimize these risks, including but not limited to, requiring a minimum time period between each transfer, limiting the number of transfers in any Annuity Year or refusing any transfer request for an Owner or certain Owners.

Transfers Among the Index Strategy(ies): You may transfer Account Value among the Index Strategy(ies) according to the rules described in this paragraph. Transfers from the Variable Sub-Accounts to the Index Strategy(ies) may only occur on an Index Anniversary Date. Transfers from the Index Strategy(ies) that have reached the Index Strategy End Date to Index Strategy(ies) may only occur on an Index Anniversary Date.

Transfers from the Index Strategy(ies) to the Variable Sub-Accounts prior to the Index Strategy End Date will be at the Interim Value as described in the Index Strategy Endorsement.

We will notify you in writing in advance of any Index Anniversary Date. Upon receipt of your instructions in Good Order for reallocation of the Account Value to or from an Index Strategy, we will process the reallocation on the Index Anniversary Date. If we do not receive instructions from you in Good Order, the Account Value in any Index Strategy that has reached the Index Strategy End Date will automatically be allocated to the same Index Strategy and Index Strategy Term. If the same Index Strategy is no longer available, or the Index Strategy Term goes beyond the Latest Available Annuity Date, Account Value in any Index Strategy that has reached the Index Strategy End Date will automatically be allocated to the Holding Account.

OPERATION OF THE SEPARATE ACCOUNT(S)

General: The assets supporting our obligations under the Annuity may be held in various accounts, depending on the obligation being supported. Assets supporting our obligations during the Accumulation Period are held in separate accounts. In the Payout Period, assets supporting annuity payments are held in our General Account.

Separate Accounts: We are the owner of assets in the separate accounts. Income, gains and losses, whether or not realized, from assets allocated to these separate accounts, are credited to or charged against each such separate account in accordance with the terms of the annuities supported by such assets without regard to our general corporate operations or other income, gains or losses, or to the income, gains or losses in any other of our separate accounts. We will maintain assets in each separate account with a total market value at least equal to the reserve and other liabilities we must maintain in relation to the annuity obligations supported by such assets.

Variable Separate Account(s): This separate account(s) consists of the Variable Sub-Accounts we make available with this Annuity as well as multiple Variable Sub-Accounts made available in other annuities issued by us. The Variable Separate Account(s) was established by us pursuant to Arizona law. The Variable Separate Account(s) may also hold assets of other annuities issued by us with values and benefits that vary according to the investment performance of the Variable Sub-Accounts. These assets may only be charged with liabilities which arise from such annuities.

The amount of our obligations in relation to allocations to the Variable Separate Account(s) is based on the investment performance of the Variable Sub-Accounts. However, the guarantees provided under the Annuity are our general corporate obligations.

The Variable Separate Account(s) is registered with the Securities and Exchange Commission ("SEC") under the Investment Company Act of 1940 (the "1940 Act") as a unit investment trust, which is a type of investment company. This does not involve any supervision by the SEC of the investment policies, management or practices of the Variable Separate Account(s).

Variable Sub-Accounts may invest in Portfolios. We may change the investment policy of any or all Variable Sub-Accounts, add Variable Sub-Accounts, eliminate Variable Sub-Accounts, combine Variable Sub-Accounts, restrict or prohibit additional allocations to certain Variable Sub-Accounts, limit access to Variable Sub-Accounts,

or substitute Portfolios of Portfolios, subject to any required regulatory approvals. Please refer to the "Reserved Rights" section for additional information. Values and benefits based on allocations to the Variable Sub-Accounts will vary with the investment performance of the Portfolios, as applicable. We do not guarantee the investment results of any Variable Sub-Account.

We may transfer assets of the Variable Separate Account(s), which we determine to be associated with the class of contracts to which this Annuity belongs, to another Variable Separate Account(s). If this type of transfer is made, the term "Variable Separate Account(s)" as used in this Annuity, shall include the Variable Separate Account(s) to which the assets were transferred.

Index Strategies Separate Account: Assets supporting the Index Strategies are held in a non-insulated and non-unitized separate account established under Arizona law. These assets are subject to the claims of the creditors of Prudential Annuities Life Assurance Corporation and the benefits provided under the Index Strategies are subject to the claims paying ability of Prudential Annuities Life Assurance Corporation. You do not have any interest in or claim on the assets in the Index Strategies Separate Account. In addition, amounts allocated to the Index Strategies do not participate in the performance of the assets held in the Separate Account. We are not obligated to invest according to specific guidelines or strategies except as may be required by Arizona and other state insurance laws.

CHARGES

General: The charges which are, or may be, deducted from your Annuity include, but are not limited to: any applicable Contingent Deferred Sales Charge, the Insurance Charge, Tax Charges, and any charges for any benefits provided by rider or endorsement.

Insurance Charge: The Insurance Charge only applies to the portion of Account Value invested in the Variable Sub-Account(s). The Insurance Charge consists of the Mortality and Expense Risk Charge and Administration Charge and is assessed on each Valuation Day as part of the net investment factor at the daily equivalent of the rate shown in the Annuity Schedule, certain endorsements and the Schedule Supplements of certain riders made a part of this Annuity. See the "Account Value" section of this Annuity for a description of how the Insurance Charge is deducted. For purposes of determining the Insurance Charge we use the sum of all Purchase Payments prior to the application of any fees, charges or Tax Charges, less the sum of all Partial Withdrawals and Required Minimum Distributions since the Issue Date.

Tax Charges: The Annuity may include a charge generally intended to approximate any applicable premium tax, retaliatory tax and other taxes imposed on us by a state, municipality or other jurisdiction. In some cases the Tax Charges may be more, and in some cases less, than the actual amount of taxes we are required to pay with respect to a particular Annuity. We may, in our discretion, pay these taxes when due and deduct the Tax Charges from the Account Value at a later date.

RIGHTS AND DESIGNATIONS

You may exercise the rights, options and privileges granted in this Annuity or permitted by us. Your rights to make future changes under this Annuity terminate as of the date we receive notice of death of the decedent. The person upon whose death the Death Benefit is payable is referred to as the "decedent." No rights of survivorship are provided except as provided herein.

You make certain designations that apply to the Annuity. These designations are subject to our rules and to various regulatory or statutory requirements, depending on the use of the Annuity. These designations may include an Owner(s), an Annuitant, a Joint Annuitant, a Contingent Annuitant(s), a Beneficiary(ies), and a contingent Beneficiary(ies). Certain designations are required, as indicated below. We may not allow some designations, depending on your use of the Annuity.

Owner(s): An Owner must be named. You may name more than one Owner; however, we may limit the number of Owners. If you name more than one Owner, all rights reserved to Owners are then held equally by all Owners. We require the consent in Good Order of all Owners and any other party with current vested rights for any transaction for which we require the written consent of Owners. However, if the Owners each provide us with instructions that we find acceptable, we will permit an Owner to act independently on behalf of all the

Owners with respect to those transactions which would otherwise require the written consent of all Owners. We will send all communications to the address of the first named Owner.

Annuitant: You must name an Annuitant. You may name a Joint Annuitant or a Contingent Annuitant(s), subject to our approval. If an Annuitant who is not an Owner predeceases any Owner who is a natural person, not an entity:

- (a) If a Joint Annuitant is designated and alive, the Joint Annuitant becomes the Annuitant; or
- (b) If no Joint Annuitant is designated and alive, the designated Contingent Annuitant becomes the Annuitant; or
- (c) If no Contingent Annuitant is designated or alive, the Owner becomes the Annuitant; or
- (d) If no Joint Annuitant or Contingent Annuitant is designated or alive and there are multiple Owners who are natural persons, the oldest of such Owners becomes the Annuitant.

Beneficiary(ies): The Death Benefit is payable to the Beneficiary(ies). You may designate one or more Beneficiaries and designate one or more classes of Beneficiaries: (i) primary Beneficiaries and (ii) contingent Beneficiaries. If you make such a designation, the proceeds are payable in equal shares to the survivors in the appropriate Beneficiary class, unless you request otherwise in Good Order.

Unless otherwise required by law, if the primary Beneficiary(ies) predeceases the decedent as described in the Death Benefit section, the Death Benefit proceeds will become payable to the contingent Beneficiary(ies). If the Beneficiary(ies) dies after the death of the decedent, but before the Death Benefit proceeds are paid, the Death Benefit proceeds will be payable to the Beneficiary's(ies') estate(s) upon our receipt of Due Proof of Death of the decedent. If no Beneficiary is alive when the Death Benefit proceeds are determined or there is no Beneficiary designation, the proceeds are payable to any surviving Owner(s), including an Owner that is an entity. If there is no surviving Owner(s), the proceeds are payable to your estate.

Changing Designations: You may request to change the Owner(s), Annuitant, Joint Annuitant, Contingent Annuitant, Beneficiary and contingent Beneficiary designations by sending us a request in Good Order. Such changes will be subject to our acceptance. Some of the changes we may not accept include, but are not limited to:

- (a) a new Owner(s) subsequent to the death of the Owner or, if there are multiple Owners, the first of such Owners to die, unless the change of Owner is the result of Spousal Continuation;
- (b) a new Owner such that the new Owner is older than the age for which we would then issue the Annuity as of the effective date of such change, unless the change of Owner is the result of Spousal Continuation if we then permit Spousal Continuation at the age of the proposed Owner;
- (c) any new Annuitant subsequent to the Annuity Date if the annuity option selected includes a life contingency;
- (d) any change to any Annuitant prior to the Annuity Date if the Owner is an entity; and
- (e) a designation change if the change request is received at our Service Office after the Annuity Date.

If there is a change of Owner(s) or Annuitant, the Latest Available Annuity Date will be based on the age of the oldest Owner(s) or Annuitant once the change is made. The Annuity Date must: (a) be on or after the Earliest Available Annuity Date and on or before the new Latest Available Annuity Date; and (b) must be consistent with applicable laws and regulations at the time.

A change of Owner or Annuitant will take effect on the date the notice of change is signed, unless otherwise specified by you, subject to any payments made or actions taken by us prior to our receipt of the notice in Good Order and our acceptance of the change. An Owner may seek to transfer ownership of the Annuity, subject to the interest of any assignee or beneficiary of record. We reserve the right to reject any ownership change at any time, on a non-discriminatory basis for purposes of satisfying applicable law or regulation. We assume no responsibility for the validity or tax consequences of any change of ownership.

Unless designated as "irrevocable", you may instruct us to change the Beneficiary. An irrevocable Beneficiary is one whose written consent is needed before you can change the Beneficiary or exercise certain other rights. A change of Beneficiary will take effect on the date the notice of change is signed, unless otherwise specified by you, subject to any payments made or actions taken by us prior to our receipt of the notice in Good Order.

DISTRIBUTIONS

General: We require you to submit a request in Good Order to our Service Office for any withdrawal or surrender. We may also require that you send your Annuity to our Service Office as part of any surrender request. Unless we receive instructions from you prior to a withdrawal, we will take the withdrawal first pro-rata from the Variable Sub-Accounts in which your Account Value is allocated. Once the Account Value in all Variable Sub-Accounts has been depleted, we will deduct any remaining withdrawals pro-rata from the Index Strategy(ies) in which you have Account Value allocated. We price any distribution on the Valuation Day we receive all required materials in Good Order.

Surrender: Full Surrender of your Annuity for its Surrender Value is permitted during the Accumulation Period.

Partial Withdrawals: You may withdraw part of your Surrender Value. If the amount of the Partial Withdrawal request reduces your Account Value below the Minimum Surrender Value After a Partial Withdrawal shown in the Annuity Schedule, we may treat your request as a request for a full surrender. If a Partial Withdrawal occurs during an Index Strategy Term, each Index Strategy Base impacted will be reduced proportionally by the applicable amount that the Partial Withdrawal reduced the Index Strategy's Interim Value immediately prior to the Partial Withdrawal.

Free Withdrawals: Each Annuity Year you may withdraw a limited amount of Account Value without application of any Contingent Deferred Sales Charge ("free withdrawal"). The Minimum Withdrawal Amount, the Maximum Free Withdrawal Percentage, and the Minimum Surrender Value After a Partial Withdrawal are shown in the Annuity Schedule Page. Free withdrawal amounts are not available if you surrender your Annuity. If you do not make a free withdrawal during an Annuity Year, you are not permitted to carry over the free withdrawal amount to a subsequent Annuity Year.

The Maximum Free Withdrawal Percentage is applied to the total amount of "new" Purchase Payments to determine the maximum free withdrawal amount. "New" Purchase Payments are those received that are still subject to any applicable Contingent Deferred Sales Charge. The applicable Contingent Deferred Sales Charge may apply to withdrawals exceeding the maximum free withdrawal amount.

For partial withdrawal purposes, amounts are deemed to be withdrawn from your Annuity in the following order:

- (1) from any amount then available as a free withdrawal; then from
- (2) "old" Purchase Payments not previously withdrawn (those Purchase Payments to which any applicable Contingent Deferred Sales Charges no longer apply prior to the withdrawal); then from
- (3) "new" Purchase Payments not previously withdrawn (if there are multiple "new" Purchase Payments, the one received earliest is withdrawn first, then the one received next earliest, and so forth); then from
- (4) other Surrender Value

Required Minimum Distributions: If your Annuity is being used for certain qualified purposes under the Internal Revenue Code, you may be required to begin receiving minimum distributions on a periodic basis from your Annuity. The total amount of the minimum distributions required under the Code may depend on other annuities, savings or investments you have. We will calculate a required minimum distribution amount each year, based solely on the value of this Annuity. The amount we calculate ("Required Minimum Distribution") will

not be based on any other annuities, savings or investments. We will notify you of the Required Minimum Distribution amount each year. If you choose to have the Required Minimum Distribution paid out from this Annuity, you must do so through a program we make available.

If you choose to take your Required Minimum Distribution from this Annuity, unless we receive other instructions from you, we will take each Required Minimum Distribution first pro-rata from the Variable Sub-Accounts in which your Account Value is allocated. Once the Account Value in all Variable Sub-Accounts has been depleted, we will deduct any remaining Required Minimum Distribution pro-rata from the Index Strategy(ies) in which you have Account Value allocated. If the amount of the Required Minimum Distribution reduces your Account Value below the Minimum Surrender Value After a Partial Withdrawal, we may treat the distribution as a full surrender of the Annuity. After the Annuity Date, we will view the annuity payments as your Required Minimum Distributions with respect to the Annuity. If a Required Minimum Distributions occurs during an Index Strategy Term, each Index Strategy Base impacted will be reduced proportionally by the applicable amount that the Required Minimum Distribution reduced the Index Strategy's Interim Value immediately prior to the Required Minimum Distribution.

No Contingent Deferred Sales Charge is assessed against amounts withdrawn as Required Minimum Distributions over your life or life expectancy, but only if we calculate the Required Minimum Distribution amount for this Annuity and you are participating in a systematic withdrawal program established for their payment. Any applicable Contingent Deferred Sales Charge may apply to amounts withdrawn to meet minimum distributions in relation to other annuities, savings and investments you may have or to any minimum distributions that are based on this Annuity but which are not calculated by us.

Amounts withdrawn as Required Minimum Distributions are considered to come first from the amounts available as a free withdrawal. For purposes of calculating any applicable Contingent Deferred Sales Charge, Required Minimum Distributions greater than the free withdrawal amount are not deemed to be a withdrawal of Purchase Payments

DEATH BENEFIT

Death Benefit: The amount of the Death Benefit is equal to the Account Value on the date we receive Due Proof of Death of the decedent.

A Death Benefit is payable only if your Account Value at the time of the decedent's death is greater than zero.

If the Owner is a natural person, not an entity, the Owner is the decedent upon his or her death. If there is more than one Owner, each being a natural person, the first of such Owners to die is the decedent.

If the Owner is an entity, and there is no Contingent Annuitant, then the Annuitant is the decedent and the Death Benefit is payable upon the Annuitant's death or the first Annuitant to die if there are Joint Annuitants.

If the Owner is an entity, and there is a Contingent Annuitant, no Death Benefit is payable upon the death of the Annuitant. The Contingent Annuitant may become the Annuitant.

The Death Benefit is determined as of the date we receive Due Proof of Death of the decedent. Unless Spousal Continuation occurs on the date we receive Due Proof of Death, we transfer all amounts due each Beneficiary from whom we do not have payment instructions to the Holding Account until we receive such instructions in Good Order.

In the event of death before the Annuity Date, the Death Benefit must be distributed within: (a) five years of the date of death of the decedent; or (b) as to each Beneficiary, over a period not extending beyond the life expectancy of the Beneficiary or over the life of the Beneficiary, with such distributions commencing over the applicable period within one year of the date of death. Except as noted below in the "Spousal Continuation" section, we assume that the Death Benefit is to be paid out under (a), above, unless we receive a different election.

The Owner(s) may elect the method of payment to each Beneficiary, subject to our then current rules, prior to the date of death of the decedent. When no such election is made as to a specific Beneficiary, such Beneficiary must elect the method of payment within 60 days of the date we receive all required documentation in Good Order in order to pay the Death Benefit to that Beneficiary. If no election is made within 60 days, the default will be distribution within five years of the date of death of the decedent as noted in (a) above.

The Owner may elect to have any amount of the proceeds due to a Beneficiary applied under any of the Annuity Payout Options described in the "Annuity Payment Options" section, or any other option we then make available. If you make such an election, a Beneficiary may not alter such an election. However, if you have not previously made such an election, a Beneficiary may make such an election as to the proceeds due that Beneficiary. The Beneficiary will be the "measuring life" for determining the amount of any annuity payments dependent on the continuation of life. We may require evidence satisfactory to us of the age of the measuring life prior to commencement of any annuity payments.

In the event of death on or after the Annuity Date, we distribute any payments due subsequent to an Owner's or Annuitant's death at least as rapidly as under the method of distribution in effect as of the date of such Owner's or Annuitant's death.

Spousal Continuation: We allow the spouse to continue the Annuity subsequent to a decedent's death, subject to our rules and our receipt of Due Proof of Death. The situations where the Annuity may continue subsequent to a death will be determined by us. For example, these situations may include when on the date we receive Due Proof of Death of the decedent:

- (a) there is only one Owner of the Annuity and there is only one Beneficiary who is the Owner's spouse, or
- (b) there are two Owners who are married to each other on the date of death of the decedent, and the surviving Owner is the sole primary Beneficiary under the Annuity, or
- (c) there are two Owners who are married to each other on the date of death of the decedent, and no Beneficiary designation has been elected, in which case the surviving spouse Owner is the sole primary Beneficiary pursuant to the Beneficiary(ies) section of this Annuity.

Spousal Continuation may occur only once. Upon continuation of the Annuity by the Spouse, we will waive any Contingent Deferred Sales Charge applicable to Purchase Payments made before Spousal Continuation.

Common Disaster: If an Owner and a Beneficiary die in a common disaster, it must be proved to our satisfaction that the Owner died first and the Beneficiary survived the Owner(s) (or Annuitant if entity owned) by at least 30 days. In this situation, the Death Benefit proceeds will be payable to the Beneficiary's(ies') estate(s) upon our receipt of Due Proof of Death of the Decedent. When there is insufficient evidence to determine the order of death, then, unless prohibited by law, we will deem the Owner to have survived the Beneficiary.

If: (a) the Owner is an entity; (b) no Contingent Annuitant has been designated, we will deem the Annuitant to be the last survivor and pay the proceeds to any remaining Beneficiary, or if none, to any remaining contingent Beneficiary, or if none, to the Owner.

ANNUITY PAYOUT OPTIONS

General: This Annuity provides for payments under one of the Annuity Options described below. Any other available Annuity Options, in addition to those shown, may be selected with our consent. Certain Annuity Options may not be available, depending on the age of the Annuitant and any remaining Contingent Deferred Sales Charge if applicable. You will be the payee of the payments under the Annuity Option selected, unless we receive other instructions in Good Order. We may limit the length of any Annuity Option including, but not limited to, any default option and any period certain, to conform with applicable tax rules.

Annuity payments can be guaranteed for a period certain and life, as described below. You may choose an Annuity Date, an Annuity Option and the frequency of annuity payments. Your choice of Annuity Date and Annuity Option may be limited, depending on your use of the Annuity.

The Earliest Available Annuity Date and Latest Available Annuity Date as of the Issue Date are shown in the Annuity Schedule. You may change your choices at any time up to thirty days before any Annuity Date you selected. We must receive your request in Good Order.

On the Annuity Date we apply the Account Value, less any applicable Tax Charges, to the Annuity Option you select. If you have not selected an Annuity Option, the default Annuity Option will be Option 1 with a certain

period of 120 months (but not to exceed the life expectancy of the Annuitant at the time the Annuity Option becomes effective, as computed under applicable IRS tables).

If, on the Annuity Date, the amount that would otherwise be applied to the Annuity Option is less than the Minimum Surrender Value at Annuitization on the Annuity Date, or the initial annuity payment is less than the Minimum Annuity Payment, we reserve the right to pay you the Account Value in one lump sum in full satisfaction of our obligations under this Annuity. The Minimum Surrender Value at Annuitization and the Minimum Annuity Payment are shown in the Annuity Schedule.

Annuity Options: You may elect one of the Annuity Options listed below or any other Annuity Option we may make available. Annuity payments available on the Annuity Date will not be less than those provided by the application of an equivalent amount to the purchase of a single premium immediate annuity contract offered by us on the Annuity Date to the same class of Annuitants for the same Annuity Option. The basis of computation for each Annuity Option is shown in the Annuity Schedule.

Option 1: Payments for Life with a Period Certain: We will pay equal periodic payments for the longer of the Annuitant's remaining lifetime or a fixed period of time (the "Period Certain"). If this Annuity has Joint Annuitants, annuity payments will be based on the remaining lifetime of one Annuitant designated by the Owner. If the Annuitant dies after all annuity payments have been made for the Period Certain, annuity payments shall end with the last scheduled annuity payment due before the Annuitant's death. If you have not selected an Annuity Option this will be the default Annuity Option.

Option 2: Joint and Last Survivor: We will pay equal periodic payments for the joint remaining lifetimes of Joint Annuitants. Annuity payments end with the last scheduled annuity payment due before the last surviving Annuitant's death. We will not make any annuity payments to the Beneficiary under this option.

We may require evidence satisfactory to us of the age of the Annuitant upon whose life payment amounts are calculated prior to commencement of any annuity payments.

Death During the Payout Period: In the Payout Period, subsequent to the death of the Annuitant, we continue to pay any Period Certain payments (payments not contingent on the continuance of any life) to the Owner (or named payee, if requested by the Owner) or, if applicable, any named Beneficiary. If no Beneficiary has been named, any remaining Period Certain payments will be paid to your estate. Note that the Beneficiary designation during the Accumulation Period is applicable to the Payout Period unless you have indicated otherwise.

Recovery of Excess Annuity Payments: Other than "Period Certain" payments, we may recover any annuity payments we have made after the Annuitant's death under any annuity option.

Annuity Payments: Annuity payments under Option 1 and 2 above do not fluctuate. The Account Value on the Annuity Date, less any applicable Tax Charges, is used to determine the annuity payments. The payment amount will be determined based on the annuity rates for the annuity option and the frequency of payment selected. The annuity rates per \$1,000 of value for Monthly Annuity Payments under Options 1 (assuming 120 Months Period Certain) and Option 2 above will not be less than those shown in the Annuity Tables in the Annuity Schedule.

GENERAL PROVISIONS

Claims of Creditors: To the extent permitted by law, no payment or value under this Annuity is subject to the claims of your creditors or those of any other Owner, any Annuitant, or any Beneficiary.

Deferral of Transactions: We may defer any annuity payment for a period not to exceed the lesser of 6 months or the period permitted by law. If we defer a distribution or transfer from any annuity payout for more than thirty days, we will pay interest as required by state law. We may defer any distribution from any Allocation Option or any transfer from Allocation Options for a period not to exceed seven calendar days from the date the transaction is effected.

In addition to the Allocation Rules provision, all transactions into, out of, or based on any Allocation Option may be postponed whenever: (1) the New York Stock Exchange is closed (other than customary holidays or

weekends) or trading on the New York Stock Exchange is restricted as determined by the SEC; (2) the SEC permits postponement and so orders; or (3) the SEC determines that an emergency exists making valuation or disposal of securities not reasonably practical.

Entire Contract: This Annuity, including the Annuity Schedule, any riders, endorsements, schedule supplements, and amendments that are made part of this Annuity, are the entire contract. This Annuity may be changed or modified only in a writing signed by our President, a Vice President, or Secretary. We are not bound by any promises or representations made by, or to, any other person.

Evidence of Survival: Before we make a payment, we have the right to require proof of continued life and any other documentation we need to make a payment. We can require this proof for any person whose life or death determines whether or to whom we must make the payment.

Facility of Payment: Subject to applicable law, we reserve the right, in settlement of full liability, to make payments to a guardian, conservator or other legal representative if a payee is legally incompetent.

Incontestability: We will not contest this Annuity. Any statements made in applying for the Annuity are considered representations, not warranties.

Misstatement of Age or Sex: If there has been a misstatement of the age and/or sex of any person upon whose life any amounts we are obligated to determine in order to make any payment, including charges and annuity payments, the Death Benefit or any increase to Account Value under the "Spousal Continuation" section, we will adjust such amounts to conform to that for the correct age and/or sex. As to annuity payments: (a) any underpayments by us will be remedied on the next payment following correction with interest at a rate not less than that required by applicable law but not exceeding 6%; and (b) any overpayments by us will be charged against future amounts payable by us under your Annuity.

Nonparticipation: The Annuity does not share in our profits or surplus earnings.

Participation and Termination of Certain Programs We May Offer: To elect to participate in, or to terminate participation in, any program we may offer, we must receive your request in Good Order at our Service Office.

Reports to You: We will provide you with reports at least once annually. You may request additional reports; we may charge up to \$50 for each such additional report.

Reserved Rights: In addition to rights specifically reserved elsewhere in this Annuity, we reserve the right to perform any or all of the following: (a) combine a Variable Sub-Account with other Variable Sub-Accounts; (b) combine the Variable Separate Account(s) shown in the Annuity Schedule with other "unitized" separate accounts; (c) combine the Index Strategies Separate Account with other "non-unitized," "non-insulated" separate accounts; (d) deregister the Variable Separate Account(s) shown in the Annuity Schedule under the Investment Company Act of 1940; (e) operate the Variable Separate Account(s) shown in the Annuity Schedule as a management investment company under the Investment Company Act of 1940 or in any other form permitted by law; (f) make changes required by any change in the federal securities laws, including, but not limited to, the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, or any changes to the Securities and Exchange Commission's interpretation thereof; (g) make changes that are necessary to maintain the tax status of your Annuity, any rider, amendment or endorsement attached hereto or any charge or distribution from your Annuity under the Internal Revenue Code; (h) to establish a provision for federal income taxes if we determine, in our sole discretion, that we will incur a tax as a result of the operation of the Separate Account; (i) make any changes required by Federal or state laws with respect to annuity contracts; and (j) to the extent dictated by any Portfolio, impose a redemption fee or restrict transactions within any Variable Sub-Account. We reserve the right to modify this Annuity without receiving your prior consent, except as may be required by any applicable law, if we are required to make changes necessary to comply with state regulatory requirements, Internal Revenue Service ("IRS") requirements or other federal requirements.

We may eliminate Variable Sub-Accounts, restrict or prohibit additional allocations to certain Variable Sub-Accounts, or substitute one or more new Portfolios for the one in which a Variable Sub-Account is invested in which case any reference to pro-rata allocations would include only those Variable Sub-Accounts that do not restrict or prohibit additional allocations. Substitutions may be necessary if we believe a Portfolio no longer suits the purpose of the Annuity. This may happen due to a change in laws or regulations, or a change in the

investment objectives or restrictions of a Portfolio, or because the Portfolio is no longer available for investment, or for any other reason. We would obtain any regulatory prior approval. If an Index described in any Index Strategy Endorsement made a part of your Annuity is no longer available to us, or if the manner by which the Index is determined substantially changes, we will substitute a comparable Index. We would obtain any required regulatory prior approval. We will notify you and any assignee of the substitution.

Riders or Endorsements: One or more riders or endorsements may be attached and made part of your Annuity as of the Issue Date or may be added later if we allow such later election at the time you so request. Such riders or endorsements may contain additional or different definitions and other provisions which may amend or replace the definitions and other provisions in your Annuity including, but not limited to, Allocation Options, surrenders, withdrawals, transfers, Spousal Continuation, and the Death Benefit. Charges may also apply to any benefit provided by rider or endorsement. Please refer to any applicable rider, endorsement and their respective schedule supplements for details regarding the impact on any provisions in this Annuity. Riders or endorsements pertaining to a benefit program, Allocation Option, or special program available as of the Issue Date of this Annuity may not be available in the future.

Tax Reporting and Withholding: We comply with all applicable federal and state tax reporting and withholding laws and regulations with respect to this Annuity. Events giving rise to such tax reporting and withholding include, but are not limited to: (a) annuity payments; (b) payment of Death Benefits; (c) other distributions from the Annuity; and (d) transfers and assignments.

Transfers, Assignments or Pledges: Generally, your rights in this Annuity may be transferred, assigned or pledged for loans. However, these rights may be limited, depending on your use of the Annuity. You may assign this Annuity before the Annuity Date. No assignment of this Annuity shall be binding on us unless a request to assign this Annuity has been received in our Service Office in Good Order. Any assignment will be subject to any prior assignment of record. We will not consent if the assignment or other transfer would violate or result in noncompliance with any applicable state or federal law or regulation. We will not assume any responsibility for the validity, sufficiency or tax consequences of an assignment. However, we may require proof of the nature and extent of the assignee's interest before we make a payment to the assignee. Unless otherwise specified by the Owner in the request, the assignment shall take effect on the date the notice of assignment is signed by the Owner, subject to any payments made or actions taken by us prior to recording of the request at the Service Office.

**INDIVIDUAL FLEXIBLE PREMIUM DEFERRED INDEX-LINKED VARIABLE ANNUITY. NON-PARTICIPATING.
PAYOUT OPTIONS ARE SPECIFIED IN THE ANNUITY. OTHER PAYOUT OPTIONS MAY BE MADE AVAILABLE.**

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PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION, PHOENIX, ARIZONA

POINT TO POINT WITH CAP INDEX STRATEGY ENDORSEMENT

ANNUITY NUMBER: [001-00001]

EFFECTIVE DATE: [Contract Issue Date]

This Endorsement is made part of your Annuity and describes the Point to Point with Cap Index Strategy. The Indices and values provided below are applicable to your Annuity on the Effective Date. Other Buffers, Indices, and Index Terms may be available and may vary in the future. If the Initial Index Strategy Base below is equal to \$0.00, there is no allocation to that Index Strategy as of the Effective Date. We are providing this Endorsement to help describe the Point to Point with Cap Index Strategy in the event you wish to allocate funds to this type of Index Strategy in the future as described in your Annuity, and so long as this Index Strategy is still available.

Index	Initial Index Term	Initial Index Strategy Base	Guaranteed Minimum Cap Rate	Initial Cap Rate	Buffer
[S&P 500® Index, Price Return (SPX)]	[1-year]	[\$75,000.00]	[1.00%	[12.00%]	[10.00%]
	[3-year]	[\$0.00]	5.00%	[12.00%]	[10.00%]
	[6-year]	[\$0.00]	10.00%]	[12.00%]	[10.00%]
[MSCI EAFE Index, Price Return (MXEA)]	[1-year]	[\$25,000.00]	[1.00%	[12.00%]	[10.00%]
	[3-year]	[\$0.00]	5.00%	[12.00%]	[10.00%]
	[6-year]	[\$0.00]	10.00%]	[12.00%]	[10.00%]

Cap Rate: The Cap Rate limits the amount of Index Credit that may be credited to the Index Strategy Base on any Index Strategy End Date. The Cap Rate may vary by Index, Index Strategy Term and Buffer. The initial Cap Rate is shown above and is applicable for the Index Term as of the Issue Date.

Buffer: The Buffer limits the amount of negative Index Credit that may be applied to the Index Strategy Base on any Index Strategy End Date. The Buffer may vary by Index and Index Strategy Term. The Buffer is shown above.

Index Credit: On each Index Strategy End Date, we will calculate the Index Credit, if any, to be credited to the Index Strategy Base. The Index Credit is calculated by comparing the Cap Rate and Buffer to the percentage change in the Index, known as the Index Return. The Index Return is determined by $(A - B) / B$, where:

A = the Index Value on the Index Strategy End Date

B = the Index Value on the Index Strategy Start Date

If the Index Return is positive and greater than or equal to the Cap Rate, then the Index Credit is equal to the Cap Rate. If the Index Return is positive, but less than the Cap Rate, then the Index Credit is equal to the Index Return. If the Index Return is zero or negative, but within the Buffer, then the Index Credit is zero. Otherwise, the Index Credit is equal to the Index Return plus the Buffer.

Subsequent Index Strategy Terms: We will declare a Cap Rate for each subsequent Index Strategy Term. The new Cap Rates may be higher or lower than the initial Cap Rate and will never be lower than the Guaranteed Minimum Cap Rate.

Point to Point with Cap Index Strategy Interim Value

When you take a Partial Withdrawal, Surrender your Annuity, request a transfer, or annuitize your Annuity between the Index Strategy Start and End Dates, we will use an Interim Value to determine the fair market value of your Index Strategy on the Valuation Day of the transaction. The Interim Value is also used in the event we pay a death claim to your beneficiaries during an Index Term.

The Interim Value for the Point-to-Point with Cap Index Strategy is equal to the sum of (1) and (2), not to exceed (3), where:

- (1) Is the fair value of the Index Strategy Base on the Valuation Day the Interim Value is calculated. It is determined as $(A - B)$ multiplied by $[(1 + C) \text{ divided by } (1 + D)]^E$, where:
 - A. The Index Strategy Base on the Valuation Day the Interim Value is calculated;
 - B. The fair value of the replicating portfolio of options under initial market conditions, with updated time to expiry;
 - C. The Market Value Index Rate on the Index Strategy Start Date;
 - D. The Market Value Index Rate on the Valuation Day the Interim Value is calculated; and
 - E. The total days remaining in the Index Strategy Term divided by 365.
- (2) Is the fair value of the replicating portfolio of options
- (3) Is the pro-rata portion of the potential Index Credit as determined by F plus $(F \text{ multiplied by } G \text{ multiplied by } H)$, where:
 - F. The Index Strategy Base on the Valuation Day the Interim Value is calculated;
 - G. The Index Strategy rate for the Index Strategy;
 - i. If the Index Return is negative, the Index Strategy rate is equal to the minimum of $((\text{Buffer multiplied by } H) \text{ plus the Index Return}) \text{ divided by } H$ and zero.
 - ii. If the Index Return is equal to or greater than zero, the Index Strategy rate is equal to the minimum of the Cap Rate and the Index Return
 - H. The total days elapsed since the beginning of the Index Strategy Term divided by the total days in the Index Strategy Term.

The fair value of the Index Strategy Base is meant to represent the market value of the assets, other than hedge assets, supporting each Index Strategy. It includes a market value adjustment that reflects movements in the interest rates and credit spreads.

The Market Value Index Rate will apply on a uniform basis for a class of contract owners in the same Index Strategy and will be administered in a non-discriminatory manner.

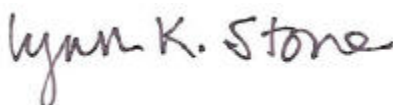
The Market Value Index Rate is the [Bloomberg Barclays U.S. Intermediate Credit Index] rate. The [Bloomberg Barclays U.S. Intermediate Credit Index] rate is the rate using a set duration. The duration is set to represent the duration of the investments supporting the Index Strategy and may not match the actual length of the Index Strategy.

If the [Bloomberg Barclays U.S. Intermediate Credit Index] rate is not published for a particular day, then we will use the rate on the next day it is published. If the [Bloomberg Barclays U.S. Intermediate Credit Index] rate is no longer published, or is discontinued, then we may substitute another suitable method for determining this component of the Interim Value.

The fair values of the replicating portfolio of options are designated by us and are used to estimate the market value of the possibility of gain or loss on the Index Strategy End Date. The value may be positive or negative.

Signed for the Company and made a part of the Contract as of the Effective Date.

PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION


[_____]
Secretary

PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION, PHOENIX, ARIZONA

TIERED PARTICIPATION RATE INDEX STRATEGY ENDORSEMENT

ANNUITY NUMBER: [001-00001]

EFFECTIVE DATE: [Contract Issue Date]

This Endorsement is made part of your Annuity and describes the Tiered Participation Rate Index Strategy. The Indices and values provided below are applicable to your Annuity on the Effective Date. Other Buffers, Indices, and Index Terms may be available and may vary in the future. If the Initial Index Strategy Base below is equal to \$0.00, there is no allocation to that Index Strategy as of the Effective Date. We are providing this Endorsement to help describe the Tiered Participation Rate Index Strategy in the event you wish to allocate funds to this type of Index Strategy in the future as described in your Annuity, and so long as this Index Strategy is still available.

Index	Initial Index Term	Initial Index Strategy Base	Initial Tier 1 Participation Rate	Initial Tier 2 Participation Rate	Tier Level	Buffer
[S&P 500® Index, Price Return (SPX)]	6-year	[\$75,000]	[100.00%]	[100.00%]	[20.00%]	[10.00%]
[MSCI EAFE Index, Price Return (MXEA)]	6-year	[\$25,000]	[100.00%]	[100.00%]	[20.00%]	[10.00%]

Participation Rate: The Participation Rate is the percentage of an Index increase that will be used in calculating the Index Credit to the Index Strategy Base at the end of an Index Strategy Term. The Participation Rate may vary by Index and Index Strategy Term. The initial Participation Rates are shown above and are applicable for the Index Term as of the Issue Date.

Guaranteed Minimum Participation Rate: [100%]

Tier Level – the declared Index Return that is used to determine which Participation Rate tier applies in the calculation of Index Credit.

Guaranteed Maximum Tier Level: [35%]

Buffer: The Buffer limits the amount of negative Index Credit that may be applied to the Index Strategy Base on any Index Strategy End Date. The Buffer may vary by Index and Index Strategy Term. The Buffer is shown above.

Index Credit: On each Index Strategy End Date, we will calculate the Index Credit, if any, to be credited to the Index Strategy Base. The Index Credit is calculated by multiplying the Participation Rate for each tier level by the percentage change in the Index, known as the Index Return. The Index Return is determined by $(A - B) / B$, where:

A = the Index Value at the end of the Index Term

B = the Index Value at the beginning of the Index Term

If the Index Return on the Index Strategy End Date is positive but less than or equal to the Tier Level, the Index Credit credited to the Index Strategy Base is equal to the Tier 1 Participation Rate multiplied by the Index Return. If the Index Return on the Index Strategy End Date is greater than the Tier Level, the Index Credit credited to the Index Strategy Base is equal to the sum of the Tier 1 Participation Rate multiplied by the Tier Level and the Tier 2 Participation Rate multiplied by the Index Return in excess of the Tier Level. If the Index Return on the Index Strategy End Date is zero or negative but within the Buffer, the Index Credit credited to the Index Strategy Base is zero. Otherwise, the Index Credit credited to the Index Strategy Base is equal to the Index Return plus the Buffer.

Subsequent Index Strategy Terms: We will declare Participation Rates and Tier Levels for each subsequent Index Strategy Term. The new Participation Rates may be higher or lower than the initial Participation Rates but will be never be lower than the Guaranteed Minimum Participation Rate. The new Tier Levels may be higher or lower than the initial Tier Level but will never be higher than the Guaranteed Maximum Tier Level.

Tiered Participation Rate Index Strategy Interim Value

When you take a Partial Withdrawal, Surrender your Annuity, request a transfer, or annuitize your Annuity between Index Strategy Start and End Dates, we will use an Interim Value to determine the fair market value of your Index Strategy on the Valuation Day of the transaction. The Interim Value is also used in the event we pay a death claim to your beneficiaries during an Index Term.

The Interim Value for the Tiered Participation Rate Index Strategy is equal to the sum of (1) and (2), not to exceed (3), where:

- (1) Is the fair value of the Index Strategy Base on the Valuation Day the Interim Value is calculated. It is determined as $(A - B)$ multiplied by $[(1 + C) \text{ divided by } (1 + D)]^E$, where:
 - A. The Index Strategy Base on the Valuation Day the Interim Value is calculated;
 - B. The fair value of the replicating portfolio of options under initial market conditions, with updated time to expiry;
 - C. The Market Value Index Rate on the Index Strategy Start Date;
 - D. The Market Value Index Rate on Valuation Day the Interim Value is calculated; and
 - E. The total days remaining in the Index Strategy Term divided by 365.
- (2) Is the fair value of the replicating portfolio of options
- (3) Is the pro-rata portion of the potential Index Credit as determined by F plus $(F \text{ multiplied by } G \text{ multiplied by } H)$, where:
 - F. The Index Strategy Base on the Valuation Day the Interim Value is calculated;
 - G. The Index Strategy rate for the Index Strategy;
 - i. If the Index Return is negative, the Index Strategy rate is equal to the minimum of $((\text{Buffer multiplied by } H) \text{ plus the Index Return}) \text{ divided by } H$ and zero.
 - ii. If the Index Return is equal to or greater than zero, the Index Strategy rate is equal to the minimum of $(\text{Tier 1 Participation Rate multiplied by the minimum of the Index Return and the Tier Level}) \text{ plus } ((\text{Tier 2 Participation Rate multiplied by the maximum of the Index Return minus the Tier Level}) \text{ and zero})$.
 - H. The total days elapsed since the beginning of the Index Strategy Term divided by the total days in the Index Strategy Term.

The fair value of the Index Strategy Base is meant to represent the market value of the assets, other than hedge assets, supporting each Index Strategy. It includes a market value adjustment that reflects movements in the interest rates and credit spreads.

The Market Value Index Rate will apply on a uniform basis for a class of contract owners in the same Index Strategy and will be administered in a non-discriminatory manner.

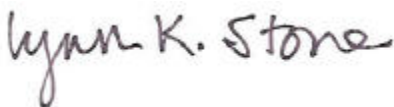
The Market Value Index Rate is the [Bloomberg Barclays U.S. Intermediate Credit Index] rate. The [Bloomberg Barclays U.S. Intermediate Credit Index] rate is the rate using a set duration. The duration is set to represent the duration of the investments supporting the Index Strategy and may not match the actual length of the Index Strategy.

If the [Bloomberg Barclays U.S. Intermediate Credit Index] rate is not published for a particular day, then we will use the rate on the next day it is published. If the [Bloomberg Barclays U.S. Intermediate Credit Index] rate is no longer published, or is discontinued, then we may substitute another suitable method for determining this component of the Interim Value.

The fair values of the replicating portfolio of options are designated by us and are used to estimate the market value of the possibility of gain or loss on the Index Strategy End Date. The value may be positive or negative.

Signed for the Company and made a part of the Contract as of the Effective Date.

PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION


[_____]
Secretary

PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION, PHOENIX, ARIZONA

STEP RATE PLUS INDEX STRATEGY ENDORSEMENT

ANNUITY NUMBER: [001-00001]

EFFECTIVE DATE: [Contract Issue Date]

This Endorsement is made part of your Annuity and describes the Step Rate Plus Index Strategy. The Indices and values provided below are applicable to your Annuity on the Effective Date. Other Buffers, Indices, and Index Terms may be available and may vary in the future. If the Initial Index Strategy Base below is equal to \$0.00, there is no allocation to that Index Strategy as of the Effective Date. We are providing this Endorsement to help describe the Step Rate Plus Index Strategy in the event you wish to allocate funds to this type of Index Strategy in the future as described in your Annuity, and so long as this Index Strategy is still available.

Index	Initial Index Term	Initial Index Strategy Base	Initial Step Rate	Participation Rate	Buffer
[S&P 500® Index, Price Return (SPX)]	[1-year]	[\$75,000.00]	[6.00%]	[90.00%]	[5.00%]
MSCI EAFE Index, Price Return (MXEA)]	[1-year]	[\$25,000.00]	[6.00%]	[70.00%]	[5.00%]

Step Rate Plus: The Step Rate is a declared rate that may be credited to an Index Strategy for an Index Strategy Term if the Index Return is between zero and the declared Step Rate. The Initial Step Rate is shown above and is applicable for one Index Term as of the Issue Date. In the event the Index Return exceeds the declared Step Rate, the Index Credit will be the greater of the declared Step Rate and the Index Return multiplied by the Participation rate as described in the Index Credit section below.

Guaranteed Minimum Step Rate: [1.00%]

Participation Rate: The Participation Rate is the percentage of an Index increase that will be used in calculating the Index Credit to the Index Strategy Base at the end of an Index Strategy Term when the Index Return is greater than the declared Step Rate. The Participation Rate may vary by Index and Index Strategy Term. The initial Participation Rates are shown above and are applicable for the Index Term as of the Issue Date.

Guaranteed Minimum Participation Rate: [70%]

Buffer: The Buffer limits the amount of negative Index Credit that may be applied to the Index Strategy Base on any Index Strategy End Date. The Buffer may vary by Index and Index Strategy Term. The Buffer is shown above.

Index Credit: On each Index Strategy End Date, we will calculate the Index Credit, if any, to be credited to the Index Strategy Base. The Index Credit is calculated by comparing the Step Rate, Participation Rate, if applicable, and Buffer to the percentage change in the Index, known as the Index Return. The Index Return is determined by $(A - B) / B$, where:

A = the Index Value on the Index Strategy End Date

B = the Index Value on the Index Strategy Start Date

If the Index Return is zero or positive and less than or equal to the declared Step Rate, then the Index Credit is equal to the Step Rate. If the Index Return is greater than the Step Rate, the Index Credit is equal to the greater of the Index Return multiplied by the Participation Rate and the Step Rate. If the Index Return is negative, but less than or equal to the Buffer, the Index Credit is zero. Otherwise, the Index Credit is equal to the Index Return plus the Buffer.

Subsequent Index Strategy Terms: We will declare Step Rates and Participation Rates for each subsequent Index Strategy Term. The new Step Rates and Participation Rates may be higher or lower than the initial Step

Rates and Participation Rates and will be never be lower than the Guaranteed Minimum Step Rate and Guaranteed Minimum Participation Rate.

Step Rate Plus Index Strategy Interim Value

When you take a Partial Withdrawal, Surrender your Annuity, request a transfer, or annuitize your Annuity between Index Strategy Start and End Dates, we will use an Interim Value to determine the fair market value of your Index Strategy on the Valuation Day of the transaction. The Interim Value is also used in the event we pay a death claim to your beneficiaries during an Index Term.

The Interim Value for the [Step Rate Plus] Index Strategy is equal to the sum of (1) and (2), not to exceed (3), where:

- (1) Is the fair value of the Index Strategy Base on the Valuation Day the Interim Value is calculated. It is determined as $(A - B)$ multiplied by $[(1 + C) \text{ divided by } (1 + D)]^E$, where:
 - A. The Index Strategy Base on the Valuation Day the Interim Value is calculated;
 - B. The fair value of the replicating portfolio of options under initial market conditions, with updated time to expiry;
 - C. The Market Value Index Rate on the Index Strategy Start Date;
 - D. The Market Value Index Rate on Valuation Day the Interim Value is calculated; and
 - E. The total days remaining in the Index Strategy Term divided by 365.
- (2) Is the fair value of the replicating portfolio of options
- (3) Is the pro-rata portion of the potential Index Credit as determined by F plus $(F \text{ multiplied by } G \text{ multiplied by } H)$, where:
 - F. The Index Strategy Base on the Valuation Day the Interim Value is calculated;
 - G. The Index Strategy rate for the Index Strategy;
 - i. If the Index Return is negative, the Index Strategy rate is equal to the minimum of $((\text{Buffer multiplied by } H) \text{ plus the Index Return}) \text{ divided by } H$ and zero.
 - ii. If the Index Return is equal to or greater than zero, the Index Strategy rate is equal to the maximum of the Step Rate and the Index Return multiplied by the Participation Rate.
 - H. The total days elapsed since the beginning of the Index Strategy Term divided by the total days in the Index Strategy Term.

The fair value of the Index Strategy Base is meant to represent the market value of the assets, other than hedge assets, supporting each Index Strategy. It includes a market value adjustment that reflects movements in the interest rates and credit spreads.

The Market Value Index Rate will apply on a uniform basis for a class of contract owners in the same Index Strategy and will be administered in a non-discriminatory manner.

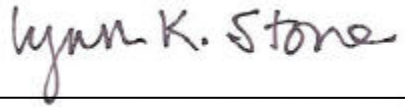
The Market Value Index Rate is the [Bloomberg Barclays U.S. Intermediate Credit Index] rate. The [Bloomberg Barclays U.S. Intermediate Credit Index] rate is the rate using a set duration. The duration is set to represent the duration of the investments supporting the Index Strategy and may not match the actual length of the Index Strategy.

If the [Bloomberg Barclays U.S. Intermediate Credit Index] rate is not published for a particular day, then we will use the rate on the next day it is published. If the [Bloomberg Barclays U.S. Intermediate Credit Index] rate is no longer published, or is discontinued, then we may substitute another suitable method for determining this component of the Interim Value.

The fair values of the replicating portfolio of options are designated by us and are used to estimate the market value of the possibility of gain or loss on the Index Strategy End Date. The value may be positive or negative.

Signed for the Company and made a part of the Contract as of the Effective Date.

PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION

A handwritten signature in dark ink that reads "Lynn K. Stone". The signature is written in a cursive style with a horizontal line underneath it.

Secretary

PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION, PHOENIX, ARIZONA

RETURN OF PURCHASE PAYMENTS DEATH BENEFIT RIDER

ANNUITY NUMBER: [001-00001]

EFFECTIVE DATE: [Contract Issue Date]

This Rider is made part of your Annuity. For purposes of this Rider, certain provisions of your Annuity are amended as described below. If the terms of your Annuity and those of this Rider conflict, the provisions of this Rider shall control. Should this Rider terminate, any amended or replaced Annuity provisions based on this Rider's terms will revert to the provisions in the Annuity, except as may be provided below. **This Rider will terminate upon assignment or a change in ownership of your Annuity unless the new assignee or Owner meets the qualifications specified in the Termination provision.** This Rider may not be re-elected after it terminates. The benefit provided pursuant to the terms of this Rider is a "Return of Purchase Payments Death Benefit." This Rider should be read in conjunction with any other Rider or Endorsement made a part of your Annuity.

Definitions:

Purchase Payment(s) : A cash consideration in the currency of the United States of America given to us in exchange for the rights, privileges and benefits outlined in this Annuity reduced for any applicable fees, charges or Tax Charges.

Withdrawals: Withdrawals of any type (including Partial Withdrawals) before the application of any Contingent Deferred Sales Charge or other charge applicable upon a Withdrawal.

Death Benefit: If we receive Due Proof of Death within a period of [1 year], beginning on the decedent's date of death, the Death Benefit of the Annuity equals the greater of (a) and (b), where:

(a) is the "Return of Purchase Payments Amount" described below; and

(b) is the Account Value as described in the "Death Benefit" section of the Annuity.

If we do not receive Due Proof of Death within a period of [1 year], beginning on the decedent's date of death, the Death Benefit of the Annuity equals (b) above. We reserve the right to waive or extend, on a non-discriminatory basis, our right to enforce the Due Proof of Death period. This right will only apply for purposes of determining the amount payable as a Death Benefit, and in no way restricts when a claim may be filed.

Return of Purchase Payments Amount: Initially, this is an amount equal to the initial Purchase Payment on the Effective Date of this Rider. Thereafter, on each Valuation Day, up to and including the date we receive Due Proof of Death, the Return of Purchase Payments Amount is increased by the amount of any additional Purchase Payments allocated to the Annuity on that day and reduced for any Withdrawal(s) by the ratio of the Withdrawal amount to the Account Value immediately prior to the Withdrawal.

Other Death Benefit Provisions: The provisions applicable to the Death Benefit described in your Annuity regarding eligibility, limits of applicability, methods of payment to Beneficiaries or any other provision regarding the Death Benefit, other than the method of calculation of the Death Benefit, continue to apply unless specifically indicated otherwise in this Rider.

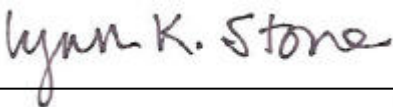
Spousal Continuation: If the Annuity is eligible for Spousal Continuation and Spousal Continuation occurs, upon Spousal Continuation the Account Value is increased, if necessary, to equal the greater of the (1) Return of Purchase Payments Amount and (2) the Death Benefit described in the Annuity. Any increase to the Account Value resulting from such adjustment will be allocated to the Variable Sub-Accounts pro-rata or to the Holding Account if there is no Account Value in the Variable Sub-Accounts. The spouse who continues the Annuity may transfer available Account Value to any of the Variable Sub-Accounts at any time or to a new Index Strategy on the next Index Anniversary Date.

Following Spousal Continuation, any subsequent Death Benefit will be equal to the Account Value, including any increase described above.

Termination of this Rider and its Benefits: Benefits pursuant to this Rider will terminate upon the first to occur of the following events:

- 1) the date the Annuity's Death Benefit is determined, unless the Annuity is eligible for Spousal Continuation and Spousal Continuation is elected;
- 2) we process a request to change the Owner(s) (or Annuitant if entity owned) more than 60 days after the Effective Date, resulting in a change in the person(s) upon whose death a Death Benefit is determined, other than when the Annuity is jointly owned and one of the Owners remains the Owner;
- 3) we process an assignment of the Annuity to which this Rider is made a part;
- 4) if there is then any Account Value on the Annuity Date, or if earlier, the date we transfer all Account Value in order to begin annuity payments;
- 5) the date we receive your request for full surrender;
- 6) if your Account Value reduces to zero;

PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION


[_____]
Secretary

PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION, PHOENIX ARIZONA

MEDICALLY RELATED SURRENDER ENDORSEMENT

ANNUITY NUMBER: [001-00001]

EFFECTIVE DATE: [Contract Issue Date]

This Endorsement is made a part of your Annuity. If the terms of your Annuity and those of this Endorsement conflict, the provisions of this Endorsement shall control. The benefit provided pursuant to the terms of this Endorsement is a "Medically Related Surrender Benefit." There is no charge for the Medically Related Surrender Benefit.

Definitions:

Contingency Event: A "Contingency Event" occurs if an Owner (an Annuitant, if the Annuity is owned by an entity) is:

- a) first confined in a Medical Care Facility after the Issue Date and while this Annuity is in force, remains confined for at least 90 consecutive days, and remains confined on the date we receive the Medically Related Surrender Request in Good Order at our Service Office; or
- b) first diagnosed as having a Fatal Illness after the Issue Date and while this Annuity is in force. We may require a second or third medical opinion regarding such diagnosis, at our expense, by a Physician(s) chosen by us. We may request the third medical opinion if the second opinion received conflicts with the first opinion.

Fatal Illness: A condition:

- a) diagnosed by a Physician; and
- b) expected to result in death within 24 months after the diagnosis in 80% of the cases diagnosed with this condition.

Licensed Practical Nurse: A person who is:

- a) A professional nurse legally designated "LPN" who, where licensing is required, holds a valid license according to the laws of the United States jurisdiction in which the nursing service is performed and is acting within the scope of that license; and
- b) not you, the Annuitant, or member of either your or the Annuitant's family.

The term licensed practical nurse (LPN) shall include a licensed vocational nurse (LVN) and any other similarly designated nurse in those jurisdictions in which a professional nurse is designated as other than an LPN and for whom licensing is required.

Medical Care Facility: A facility operated and licensed pursuant to laws of any United States jurisdiction providing medically necessary in-patient care, which is:

- a) prescribed by a Physician in writing;
- b) recognized as a general hospital or long-term care facility by the proper authority of the United States jurisdiction in which it is located;
- c) recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals; and
- d) certified as a hospital or long-term care facility; or
- e) a nursing home licensed by the United States jurisdiction in which it is located and offers the services of a Registered Nurse (RN) or Licensed Practical Nurse (LPN) 24 hours a day that maintains control of all prescribed medications dispensed and daily medical records.

Physician: A person who is:

- a) a professional physician who holds a valid license according to the laws of the United States jurisdiction in which the medical service is performed and is acting within the scope of that license; and
- b) not you, the Annuitant, or member of either your or the Annuitant's family.

Registered Nurse: A person who is:

- a) a professional nurse legally designated "RN" who, where licensing is required, holds a valid license according to the laws of the United States jurisdiction in which the nursing service is performed and is acting within the scope of that license; and
- b) not you, the Annuitant, or member of either your or the Annuitant's family.

MEDICALLY RELATED SURRENDER

Upon the occurrence of a Contingency Event prior to the Annuity Date, you may submit a request to our Service Office in Good Order to surrender all or part of your Annuity without application of any Contingent Deferred Sales Charge.

If, as a result of your request for a partial withdrawal, the Surrender Value of your Annuity would be less than the Minimum Surrender Value after a Partial Withdrawal shown in the Annuity Schedule, we reserve the right to treat your request as a request for a full surrender.

All Owners (the Annuitant, if your Annuity is owned by an entity) must be alive as of the date we pay the proceeds of such surrender request. This benefit is available only if we agree to, and accept, your designation of the Owner (the Annuitant, if the Annuity is owned by an entity) prior to the occurrence of a Contingency Event.

This benefit is not available:

- (i) if the Annuity has been assigned, or
- (ii) on the portion, if any, of the amount of the Medically Related Surrender which, when added to the aggregate amount of Medically Related Surrenders you have previously taken under this Annuity and all other annuities issued to you by us or one of our affiliates, would exceed the Maximum Medically Related Surrender Amount shown below. We reserve the right to waive, on a non-discriminatory basis, our right to enforce the Maximum Medically Related Surrender Amount.

Additional Purchase Payments may not be made after a Medically Related Surrender has been approved.

Distributions under this Endorsement are subject to all reporting and withholding rules applicable to annuity distributions.

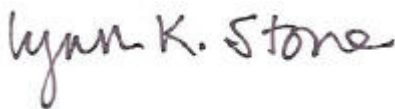
When we receive your completed Medically Related Surrender Request form, in Good Order, we will process it. If we disapprove your request, we will notify you.

Maximum Medically Related Surrender Amount: [\$500,000]

Termination of this Endorsement: Termination of this Endorsement is subject to the following rules:

- A. **Termination due to Death:** This Endorsement terminates automatically as of the date the Annuity's Death Benefit is determined, unless the Annuity is eligible for Spousal Continuation and Spousal Continuation occurs.
- B. **Termination on the Annuity Date:** This Endorsement terminates automatically as of the Annuity Date.
- C. **Termination upon Surrender:** This Endorsement terminates upon surrender of the Annuity to which it is made a part.

PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION



[Secretary]

ANNUITY SCHEDULE PAGE

ANNUITY NUMBER: [001-00001]

ISSUE DATE: [March 1, 2013]

TYPE OF BUSINESS: [Non-Qualified]

OWNER: [John Doe]

DATE OF BIRTH: [October 21, 1972]

SEX: [Male]

[OWNER: [Mary Doe]

DATE OF BIRTH: [October 15, 1972]

SEX: [Female]]

ANNUITANT: [John Doe]

DATE OF BIRTH: [October 21, 1972]

SEX: [Male]

[JOINT ANNUITANT: [Mary Doe]

DATE OF BIRTH: [January 15, 1952]

SEX: [Female]]

[CONTINGENT ANNUITANT: [Mary Doe]

DATE OF BIRTH: [January 15, 1952]

SEX: [Female]]

ALLOCATION OF INITIAL PURCHASE PAYMENT

PURCHASE PAYMENT: [\$100,000.00]

VARIABLE SUB-ACCOUNT ALLOCATION PERCENTAGE:

[[VA Fund 1]	XX%]
[VA Fund 2]	XX%]
[VA Fund 3]	XX%]
[VA Fund 4]	XX%]
[VA Fund 5]	XX%]]

INDEX STRATEGY ALLOCATION PERCENTAGE:

[[Point to Point with Cap Index Strategy]	XX%]
[Tiered Participation Rate Index Strategy]	XX%]
[Step Rate Plus Index Strategy]	XX%]]

HOLDING ACCOUNT PERIOD: [30] Days from the Issue Date

PURCHASE PAYMENT AGE LIMITATION: [Purchase Payments may be accepted up to and including the day prior to the later of: the oldest Owner's [86th] birthday (the Annuitant's [86th] birthday if the Annuity is owned by an entity), or the first anniversary of the Issue Date, unless otherwise required by applicable law or regulation to maintain the tax status of this Annuity.]

MINIMUM ADDITIONAL PURCHASE PAYMENT: [\$100]

MINIMUM ADDITIONAL PURCHASE PAYMENT UNDER AUTOMATIC PURCHASE PLANS: [\$50]

WITHDRAWALS

MINIMUM WITHDRAWAL AMOUNT: [\$100]

MINIMUM SURRENDER VALUE AFTER A PARTIAL WITHDRAWAL: [\$2,000]

ALLOCATION OF ACCOUNT VALUE

MINIMUM VARIABLE SUB-ACCOUNT AMOUNT: [\$20]

MINIMUM INDEX STRATEGY AMOUNT: [\$2,000]

ANNUITY SCHEDULE PAGE (continued)

CHARGES

INSURANCE CHARGE:

MORTALITY AND EXPENSE RISK CHARGE: [

For Purchase Payments less than \$1,000,000 the Insurance Charge is [X.XX%]

For Purchase Payments of \$1,000,000 or more the Insurance Charge is reduced to [X.XX%]

ADMINISTRATION CHARGE: [0.15%]

CONTINGENT DEFERRED SALES CHARGE: NONE

ADVISORY FEES: We treat Advisory Fee payments as an expense of the Annuity and not a taxable distribution if (1) your Annuity is being used in conjunction with a “qualified” retirement plan (plans meeting the requirements of Sections 401, 403 or 408 of the Code) or (2) your non-qualified Annuity satisfies the requirements of Private Letter Ruling 201945005 (“PLR”) issued by the IRS to PALAC. In accordance with the PLR, Advisory Fee payments from your non-qualified Annuity are treated as an expense as long as your investment adviser attests to Prudential that the PLR requirements have been met, including that the advisory fees will not exceed [1.50]% of the Annuity’s Account Value in a calendar year. In relation to the Death Benefit, we will treat any Advisory Fees that are deducted as withdrawals that reduce the Death Benefit.

ANNUITIZATION

LATEST AVAILABLE ANNUITY DATE: [The first day of the calendar month next following the oldest Owner’s or Annuitant’s 95th birthday.]

EARLIEST AVAILABLE ANNUITY DATE: [Three years from the Issue Date]

MINIMUM ANNUITY PAYMENT: [\$100 per month]

MINIMUM SURRENDER VALUE AT ANNUITIZATION: [\$2,000]

ANNUITY TABLES

The rates in Tables 1 and 2 below are applied to the Account Value on the Annuity Date to compute the minimum amount of the annuity payment for the payout options described below. Table 1 is used to compute the minimum annuity payment under Option 1 (Payments for Life with 120 Months Period Certain). Table 2 is used to compute the minimum initial annuity payment under Option 2 (Joint and Last Survivor).

BASIS OF COMPUTATION FOR ANNUITY OPTIONS: [We use an interest rate of 0.25% per year. The adjusted age is the Annuitant’s age as of the Annuitant’s last birthday prior to the date on which the first payment is due, adjusted as shown in the “Translation of Adjusted Age” table below. The actuarial basis of the Annuity Options is the Annuity 2000 valuation mortality table, with four-year age setback and projected mortality improvement factors (modified Scale G) projected from the age at annuitization to the age at which the probability of survival is needed in the calculation of the annuity payment.

Translation of Adjusted Age			
Calendar Year in Which First Payment Is Due	Adjusted Age	Calendar Year in Which First Payment Is Due	Adjusted Age
2020 through 2029	Actual Age minus 2	2070 through 2079	Actual Age minus 7
2030 through 2039	Actual Age minus 3	2080 through 2089	Actual Age minus 8
2040 through 2049	Actual Age minus 4	2090 through 2099	Actual Age minus 9
2050 through 2059	Actual Age minus 5	2100 through 2109	Actual Age minus 10
2060 through 2069	Actual Age minus 6	2110 through 2119	Actual Age minus 11

ANNUITY SCHEDULE PAGE (continued)

AMOUNT OF MONTHLY PAYMENT FOR EACH \$1,000 APPLIED

[ANNUITY OPTION 1 Table – Payments for Life with 120 Months Period Certain								
Adjusted Age	Male	Female	Adjusted Age	Male	Female	Adjusted Age	Male	Female
41	1.76	1.62	61	2.90	2.60	81	5.83	5.39
42	1.79	1.65	62	2.99	2.68	82	6.03	5.61
43	1.83	1.68	63	3.09	2.76	83	6.22	5.83
44	1.87	1.72	64	3.19	2.85	84	6.41	6.05
45	1.91	1.75	65	3.30	2.94	85	6.60	6.27
46	1.96	1.79	66	3.41	3.04	86	6.78	6.48
47	2.00	1.83	67	3.53	3.15	87	6.96	6.69
48	2.05	1.87	68	3.65	3.26	88	7.12	6.89
49	2.10	1.91	69	3.78	3.37	89	7.28	7.08
50	2.15	1.95	70	3.92	3.50	90	7.43	7.25
51	2.20	2.00	71	4.07	3.63	91	7.56	7.41
52	2.26	2.05	72	4.22	3.77	92	7.69	7.56
53	2.32	2.10	73	4.38	3.91	93	7.80	7.69
54	2.38	2.15	74	4.54	4.07	94	7.91	7.81
55	2.44	2.20	75	4.71	4.23	95	8.00	7.92]
56	2.51	2.26	76	4.89	4.40			
57	2.58	2.32	77	5.07	4.59			
58	2.65	2.39	78	5.25	4.78			
59	2.73	2.45	79	5.44	4.97			
60	2.81	2.53	80	5.64	5.18			

ANNUITY SCHEDULE PAGE (continued)

[ANNUITY OPTION 2 Table - Joint and Last Survivor											
Male Adjusted Age	Female Adjusted Age										
	45	50	55	60	65	70	75	80	85	90	95
45	1.59	1.68	1.75	1.80	1.84	1.87	1.89	1.90	1.91	1.91	1.91
50	1.64	1.76	1.86	1.95	2.02	2.07	2.11	2.13	2.14	2.15	2.15
55	1.68	1.82	1.96	2.09	2.21	2.30	2.36	2.40	2.43	2.44	2.45
60	1.71	1.87	2.05	2.22	2.39	2.54	2.65	2.73	2.78	2.81	2.82
65	1.73	1.90	2.11	2.33	2.56	2.79	2.98	3.13	3.23	3.29	3.32
70	1.74	1.92	2.15	2.41	2.70	3.02	3.32	3.58	3.78	3.90	3.97
75	1.74	1.94	2.17	2.46	2.81	3.21	3.64	4.06	4.42	4.68	4.84
80	1.75	1.95	2.19	2.50	2.88	3.35	3.91	4.52	5.12	5.60	5.94
85	1.75	1.95	2.20	2.51	2.92	3.44	4.10	4.91	5.79	6.62	7.26
90	1.75	1.95	2.20	2.53	2.94	3.49	4.23	5.19	6.36	7.62	8.73
95	1.75	1.95	2.21	2.53	2.96	3.52	4.30	5.37	6.78	8.47	10.15]

SEPARATE ACCOUNT(S):

VARIABLE SEPARATE ACCOUNT(S): [Prudential Annuities Life Assurance Corporation Variable Account B]

INDEX STRATEGY SEPARATE ACCOUNT(S): [Prudential Annuities Life Assurance Corporation Index Strategies Separate Account]

RIDERS AND ENDORSEMENTS MADE A PART OF THE ANNUITY ON THE ISSUE DATE:

[Medically Related Surrender Endorsement
Point to Point with Cap Index Strategy Endorsement
Tiered Participation Rate Index Strategy Endorsment
Step Rate Plus Index Strategy Endorsement]

ANNUITY SCHEDULE PAGE

ANNUITY NUMBER: [001-00001]

ISSUE DATE: [March 1, 2013]

TYPE OF BUSINESS: [Non-Qualified]

OWNER: [John Doe DCD FBO Jack Doe]

DATE OF BIRTH:

SEX:

KEY LIFE: [Jack Doe]

DATE OF BIRTH: [October 21, 1975]

SEX: [Male]

ALLOCATION OF INITIAL PURCHASE PAYMENT

PURCHASE PAYMENT: [\$100,000.00]

VARIABLE SUB-ACCOUNT ALLOCATION PERCENTAGE:

[VA Fund 1]	XX%
[VA Fund 2]	XX%
[VA Fund 3]	XX%
[VA Fund 4]	XX%
[VA Fund 5]	XX%]

INDEX STRATEGY ALLOCATION PERCENTAGE:

[Point to Point with Cap Index Strategy]	XX%
[Tiered Participation Rate Index Strategy]	XX%
[Step Rate Plus Index Strategy]	XX%]

HOLDING ACCOUNT PERIOD: [30] Days from the Issue Date

PURCHASE PAYMENT AGE LIMITATION: No Additional Purchase Payments accepted

MINIMUM ADDITIONAL PURCHASE PAYMENT: Not applicable

MINIMUM ADDITIONAL PURCHASE PAYMENT UNDER AUTOMATIC PURCHASE PLANS: Not applicable

WITHDRAWALS

MAXIMUM FREE WITHDRAWAL PERCENTAGE: [10%]

MINIMUM WITHDRAWAL AMOUNT: [\$100]

MINIMUM SURRENDER VALUE AFTER A PARTIAL WITHDRAWAL: [\$2,000]

ALLOCATION OF ACCOUNT VALUE

MINIMUM VARIABLE SUB-ACCOUNT AMOUNT: [\$20]

MINIMUM INDEX STRATEGY AMOUNT: [\$2,000]

ANNUITY SCHEDULE PAGE (continued)**CHARGES****INSURANCE CHARGE:****MORTALITY AND EXPENSE RISK CHARGE: [**

For Purchase Payments less than \$1,000,000 the Insurance Charge is [X.XX%]

For Purchase Payments of \$1,000,000 or more the Insurance Charge is reduced to [X.XX%]

ADMINISTRATION CHARGE: [0.15%]

CONTINGENT DEFERRED SALES CHARGE: The Contingent Deferred Sales Charge for each Purchase Payment is a percentage of the Purchase Payment being withdrawn that is in excess of the Free Withdrawal amount. The charge decreases as the Purchase Payment ages. The aging of a Purchase Payment is measured from the date it is allocated to your Annuity. The charge percentage is shown below. The charge is deducted from the Allocation Options in the same proportion as the withdrawal upon which it is assessed.

[Age of Purchase Payment Being Withdrawn]						
Year 0-1	Year 1-2	Year 2-3	Year 3-4	Year 4-5	Year 5-6	Year 6 or older
7%	7%	6%	5%	4%	3%	0.00]

ANNUITIZATION

LATEST AVAILABLE ANNUITY DATE: Not applicable

EARLIEST AVAILABLE ANNUITY DATE: Not applicable

MINIMUM ANNUITY PAYMENT: Not applicable

MINIMUM SURRENDER VALUE AT ANNUITIZATION: Not applicable

SEPARATE ACCOUNT(S):

VARIABLE SEPARATE ACCOUNT(S): [Prudential Annuities Life Assurance Corporation Variable Account B]

INDEX STRATEGIES SEPARATE ACCOUNT(S): [Prudential Annuities Life Assurance Corporation Index Strategies Separate Account]

RIDERS AND ENDORSEMENTS MADE A PART OF THE ANNUITY ON THE ISSUE DATE:

[Medically Related Surrender Endorsement
Point to Point with Cap Index Strategy Endorsement
Tiered Participation Rate Index Strategy Endorsement
Step Rate Plus Index Strategy Endorsement]

ANNUITY SCHEDULE PAGE

ANNUITY NUMBER: [001-00001]

ISSUE DATE: [March 1, 2013]

TYPE OF BUSINESS: [Non-Qualified]

OWNER: [John Doe DCD FBO Jack Doe]

DATE OF BIRTH:

SEX:

KEY LIFE: [Jack Doe]

DATE OF BIRTH: [October 21, 1975]

SEX: [Male]

ALLOCATION OF INITIAL PURCHASE PAYMENT

PURCHASE PAYMENT: [\$100,000.00]

VARIABLE SUB-ACCOUNT ALLOCATION PERCENTAGE:

[VA Fund 1]	XX%
[VA Fund 2]	XX%
[VA Fund 3]	XX%
[VA Fund 4]	XX%
[VA Fund 5]	XX%]

INDEX STRATEGY ALLOCATION PERCENTAGE:

[Point to Point with Cap Index Strategy]	XX%
[Tiered Participation Rate Index Strategy]	XX%
[Step Rate Plus Index Strategy]	XX%]

HOLDING ACCOUNT PERIOD: [30] Days from the Issue Date

PURCHASE PAYMENT AGE LIMITATION: No Additional Purchase Payments accepted

MINIMUM ADDITIONAL PURCHASE PAYMENT: Not applicable

MINIMUM ADDITIONAL PURCHASE PAYMENT UNDER AUTOMATIC PURCHASE PLANS: Not applicable

WITHDRAWALS

MINIMUM WITHDRAWAL AMOUNT: [\$100]

MINIMUM SURRENDER VALUE AFTER A PARTIAL WITHDRAWAL: [\$2,000]

ALLOCATION OF ACCOUNT VALUE

MINIMUM VARIABLE SUB-ACCOUNT AMOUNT: [\$20]

MINIMUM INDEX STRATEGY AMOUNT: [\$2,000]

CHARGES

INSURANCE CHARGE:

MORTALITY AND EXPENSE RISK CHARGE: [

For Purchase Payments less than \$1,000,000 the Insurance Charge is [X.XX%]

For Purchase Payments of \$1,000,000 or more the Insurance Charge is reduced to [X.XX%]

ADMINISTRATION CHARGE: [0.15%]

ANNUITY SCHEDULE PAGE (continued)

CONTINGENT DEFERRED SALES CHARGE: NONE

ADVISORY FEES: We treat Advisory Fee payments as an expense of the Annuity and not a taxable distribution if (1) your Annuity is being used in conjunction with a "qualified" retirement plan (plans meeting the requirements of Sections 401, 403 or 408 of the Code) or (2) your non-qualified Annuity satisfies the requirements of Private Letter Ruling 201945005 ("PLR") issued by the IRS to PALAC. In accordance with the PLR, Advisory Fee payments from your non-qualified Annuity are treated as an expense as long as your investment adviser attests to Prudential that the PLR requirements have been met, including that the advisory fees will not exceed [1.50]% of the Annuity's Account Value in a calendar year. In relation to the Death Benefit, we will treat any Advisory Fees that are deducted as withdrawals that reduce the Death Benefit.

ANNUITIZATION

LATEST AVAILABLE ANNUITY DATE: Not applicable

EARLIEST AVAILABLE ANNUITY DATE: Not applicable

MINIMUM ANNUITY PAYMENT: Not applicable

MINIMUM SURRENDER VALUE AT ANNUITIZATION: Not applicable

SEPARATE ACCOUNT(S):

VARIABLE SEPARATE ACCOUNT(S): [Prudential Annuities Life Assurance Corporation Variable Account B]

INDEX STRATEGIES SEPARATE ACCOUNT(S): [Prudential Annuities Life Assurance Corporation Index Strategies Separate Account]

RIDERS AND ENDORSEMENTS MADE A PART OF THE ANNUITY ON THE ISSUE DATE:

[Point to Point with Cap Index Strategy Endorsement
Tiered Participation Rate Index Strategy Endorsement
Step Rate Plus Index Strategy Endorsement]



Marketing Name

Flexible Premium Deferred Index-Linked Variable Annuity

Issued by Prudential Annuities Life Assurance Corporation (PALAC)

Annuities Service Center
P.O. Box 7960
Philadelphia, PA 19176
Tel 800.513.0805 Fax 800.207.7806
www.prudential.com

Overnight, Certified, Registered Delivery:
Annuities Service Center
2101 Welsh Road
Dresher, PA 19025

1. OWNERSHIP INFORMATION

A. TYPE OF OWNERSHIP - Select One

- ☐ Natural Person(s) ☐ UGMA/UTMA ☐ Custodian ☐ Trust - (If selecting a Trust, submit the Certificate of Entity Ownership for Trusts form with this application.)

B. OWNER

- ☐ U.S. Citizen ☐ Resident Alien/Citizen of: _____ ☐ Male ☐ Female

Social Security Number (all 9 digits required) or Tax ID Date of birth (mm/dd/yyyy)

Name (First, Middle, Last, Suffix, Trust or Custodian)

Street address City State Zip

Home phone Mobile phone Email address

C. JOINT OWNER - Not available if Owner is a Custodian, Trust or for Qualified Annuities. Joint Owner must be a natural person.

- ☐ Check here to designate the Joint Owners as each other's Primary Beneficiary.

- ☐ U.S. Citizen ☐ Resident Alien/Citizen of: _____ ☐ Male ☐ Female

Social Security Number (all 9 digits required) Date of birth (mm/dd/yyyy)

Name (First, Middle, Last, Suffix) ☐ Address Same as Owner

Street address City State Zip

Home phone _____ Relationship to Owner _____

D. ANNUITANT - Complete this Section if the Annuitant is different from the Owner or if the Owner is a Custodian or Trust.

- ☐ U.S. Citizen ☐ Resident Alien/Citizen of: _____ ☐ Male ☐ Female

Social Security Number (all 9 digits required) Date of birth (mm/dd/yyyy)

Name (First, Middle, Last, Suffix) ☐ Address Same as Owner

Street address City State Zip

Home phone Mobile phone Email address

1. OWNERSHIP INFORMATION (continued)

E. OPTIONAL OTHER ANNUITANT

For Custodial IRA contracts your Optional Other Annuitant must be a **Contingent Annuitant**. For Non-Qualified contracts your Optional Other Annuitant must be a **Joint Annuitant**.

☐ U.S. Citizen ☐ Resident Alien/Citizen of: _____ ☐ Male ☐ Female

Social Security Number (all 9 digits required) Date of birth (mm/dd/yyyy)

Name (First, Middle, Last, Suffix) ☐ Address Same as Owner

Street address City State Zip

Home phone _____ Relationship to Owner _____

2. BENEFICIARY INFORMATION

- Select Primary or Contingent Beneficiary type for each beneficiary. The beneficiary type will be Primary if not selected.
- Percentage for all Primary Beneficiaries must total 100%. Percentage for all Contingent Beneficiaries must total 100%.
- For more than 3 beneficiaries, use section 6 to provide all information requested below for each beneficiary.
- For Custodial IRA contracts, the Custodian must be listed as the sole Primary Beneficiary.

Social Security Number (all 9 digits required) or Tax ID Date of birth (mm/dd/yyyy) ☐ Primary ☐ Contingent

Name (First, Middle, Last, Suffix, Trust or Custodian) Relationship _____ %
Percentage

Street address City State Zip

Telephone Number _____ Email address _____

TRUSTEE NAME AND DATE OF TRUST **REQUIRED ONLY IF A TRUST IS LISTED AS BENEFICIARY**

Trustee Name Date of Trust (mm/dd/yyyy)

Social Security Number (all 9 digits required) or Tax ID Date of birth (mm/dd/yyyy) ☐ Primary ☐ Contingent

Name (First, Middle, Last, Suffix, Trust or Custodian) Relationship _____ %
Percentage

Street address City State Zip

Telephone Number _____ Email address _____

Social Security Number (all 9 digits required) or Tax ID Date of birth (mm/dd/yyyy) ☐ Primary ☐ Contingent

Name (First, Middle, Last, Suffix, Trust or Custodian) Relationship _____ %
Percentage

Street address City State Zip

Telephone Number _____ Email address _____

3. ANNUITY INFORMATION

A. TYPE OF CONTRACT TO BE ISSUED

☐ Non-Qualified ☐ IRA ☐ Roth IRA ☐ SEP-IRA: Are you Self Employed? ☐ YES ☐ NO
(For SEP-IRA, additional information is required in section 6.)

B. PURCHASE PAYMENT(S)

Source of Funds	Payment Type		Expected Amount	Company Name (if applicable)	Account Number (if applicable)
	Qualified	Non-Qualified			
<input type="checkbox"/> Funds Enclosed w/ App <input type="checkbox"/> Transfer/Exchange Form Provided <input type="checkbox"/> Owner Requesting Funds	<input type="checkbox"/> Transfer <input type="checkbox"/> Direct Rollover <input type="checkbox"/> Rollover <input type="checkbox"/> Contribution Tax Year ¹ _____	<input type="checkbox"/> 1035 Exchange <input type="checkbox"/> Contribution	\$		
<input type="checkbox"/> Funds Enclosed w/ App <input type="checkbox"/> Transfer/Exchange Form Provided <input type="checkbox"/> Owner Requesting Funds	<input type="checkbox"/> Transfer <input type="checkbox"/> Direct Rollover <input type="checkbox"/> Rollover <input type="checkbox"/> Contribution Tax Year ¹ _____	<input type="checkbox"/> 1035 Exchange <input type="checkbox"/> Contribution	\$		
<input type="checkbox"/> Funds Enclosed w/ App <input type="checkbox"/> Transfer/Exchange Form Provided <input type="checkbox"/> Owner Requesting Funds	<input type="checkbox"/> Transfer <input type="checkbox"/> Direct Rollover <input type="checkbox"/> Rollover <input type="checkbox"/> Contribution Tax Year ¹ _____	<input type="checkbox"/> 1035 Exchange <input type="checkbox"/> Contribution	\$		

Total Expected Amount \$ _____

¹If no year is indicated, contribution defaults to current tax year. Contributions cannot be attributed to the previous tax year after the annual Internal Revenue Service (IRS) tax deadline.

C. EXISTING COVERAGE AND REPLACEMENT QUESTIONS

Required: Both the Owner Response and the Financial Professional Response columns must be completed.	Owner Response	Financial Professional Response
Does the Owner have any existing individual life insurance policies or annuity contracts?	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Will this annuity replace or change any existing individual life insurance policies or annuity contracts?	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

If you answered yes to either of these questions, you may be required to submit a state replacement form along with the application.

4. INDEX EFFECTIVE DATE: *ONE OPTION MUST BE CHOSEN*

- ☐ Earliest Index Effective Date: If you choose this option, your Index Effective Date will be the Issue Date of the Contract upon receipt of this application, initial Purchase Payment and other documents we require in Good Order. Your initial Purchase Payment will be allocated as indicated in Section 5.
- ☐ Deferred Index Effective Date: If you choose this option, your Contract will be issued upon receipt of this application, initial Purchase Payment and other documents we require in Good Order. The portion of your initial Purchase Payment you intend to allocate to any Index Strategy will be allocated to the Holding Account for **30 days**. Account Value in the Holding Account will then be reallocated according to the Allocation Options you indicate below using Index Strategy Rates in effect on the issue date of the contract.

Please note: any additional Purchase Payments received after the Index Effective Date will be allocated to the Holding Account and may not be used to start a new Index Strategy until an Index Anniversary.

5. ALLOCATION OPTIONS - *NOTE: ALL ELECTIONS MUST BE IN WHOLE PERCENTAGES, NOT DOLLARS*

We will only allow allocation to the Index Strategies on the Index Effective Date and on subsequent Index Anniversary Dates. Please see the prospectus for additional details.

Index Strategies

Point to Point with Cap Rate

<input type="checkbox"/> MSCI EAFE	1 Year	10% Buffer
<input type="checkbox"/> S&P 500	1 Year	10% Buffer
<input type="checkbox"/> S&P 500	1 Year	100% Buffer
<input type="checkbox"/> MSCI EAFE	3 Year	10% Buffer
<input type="checkbox"/> MSCI EAFE	3 Year	20% Buffer
<input type="checkbox"/> S&P 500	3 Year	10% Buffer
<input type="checkbox"/> S&P 500	3 Year	20% Buffer
<input type="checkbox"/> MSCI EAFE	6 Year	20% Buffer
<input type="checkbox"/> S&P 500	6 Year	20% Buffer

Step Rate Plus

<input type="checkbox"/> MSCI EAFE	1 Year	5% Buffer
<input type="checkbox"/> S&P 500	1 Year	5% Buffer

Tiered Participation Rate

<input type="checkbox"/> MSCI EAFE	6 Year	10% Buffer
<input type="checkbox"/> S&P 500	6 Year	10% Buffer

Variable Options

US Equity

☐ MFS VIT Value – Service Class

International Equity

☐ MFS VIT II International Growth – Service Class

Asset Allocation

☐ MFS VIT Total Return – Service Class

Bond

☐ MFS VIT Total Return Bond – Service Class

Money Market

☐ PSF Government Money Market Portfolio –
Class 2 - Default Holding Account

Percentages among the Index Strategies and Variable Options must total 100%.

Total %

6. ADDITIONAL INFORMATION

- If needed for:
- Beneficiaries (include Beneficiary's full social security number, name, address, date of birth, relationship to the owner, the Beneficiary type (Primary or Contingent) and the applicable percentage.)
 - SEP-IRA (include Employer name, address and Employer Plan No.(if available).)
 - Interested Parties (include name, social security number, date of birth and address.)
 - Special Instructions

7. FINANCIAL PROFESSIONAL AUTHORIZATION

By signing this application, you authorize your financial professional, who is also signing this application, to perform Contract Maintenance and provide Allocation Instructions as defined in the Definitions and Disclosure.

To revoke this authorization to perform one or both activities, check the appropriate box below:

☐ Contract Maintenance

☐ Allocation Instructions

8. IMPORTANT NOTICES, OWNER ACKNOWLEDGEMENTS AND SIGNATURE(S)

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions, including insurance companies, to obtain, verify, and record information that identifies each person who opens an account, including an application for an annuity contract. When you apply for an annuity contract, we ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see identifying documents.

ALABAMA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

ALASKA: All statements and descriptions in an application for an insurance policy or annuity contract, or in negotiations for the policy or contract, by or in behalf of the insured or annuitant, shall be considered to be representations and not warranties. Misrepresentations, omissions, concealment of facts, and incorrect statements may not prevent a recovery under the policy or contract unless either (1) fraudulent; (2) material either to the acceptance of the risk, or to the hazard assumed by the insurer; or (3) the insurer in good faith would either not have issued the policy or contract, or would not have issued a policy or contract in as large an amount, or at the same premium or rate, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to the insurer as required either by the application for the policy or contract or otherwise.

ARIZONA: Upon written request an insurer is required to provide, within a reasonable time, factual information regarding the benefits and provisions of the annuity contract to the contract owner.

If for any reason you are not satisfied with this contract, you may return it to us within 10 days (or 30 days for applicants 65 or older) of the date you receive it. All you have to do is take it or mail it to one of our offices or to the representative who sold it to you, and it will be canceled from the beginning. If this is not a variable contract, any monies paid will be returned promptly. If this is a variable contract, any monies paid will be returned promptly after being adjusted according to state law.

COLORADO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages.

Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

8. IMPORTANT NOTICES, OWNER ACKNOWLEDGEMENTS AND SIGNATURE(S) *(continued)*

FLORIDA: Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

KANSAS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of insurance fraud as determined by a court of law and may be subject to fines and confinement in prison.

KENTUCKY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

MAINE, TENNESSEE and WASHINGTON: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MARYLAND: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NEW JERSEY: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NORTH CAROLINA: North Carolina residents must respond to this question: Do you believe the annuity meets your financial objectives and anticipated future financial needs? ☐ Yes ☐ No

OHIO: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKLAHOMA: WARNING — Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OREGON and VERMONT: — Any person who knowingly presents a materially false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

PENNSYLVANIA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

VIRGINIA: Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated the state law.

ALL OTHER STATES: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

By signing below, I acknowledge and represent that I have read, understand, and agree to the following statements:

- This variable annuity is suitable for my investment time horizon, goals and objectives and financial situation and needs; and
- I have received a current prospectus for this annuity; and
- The value of the contract may be affected by an external index, but the contract does not directly participate in any index; and
- The Holding Account is not guaranteed and may lose value; and
- Amounts allocated to Index Strategies will be subject to an Interim Value Adjustment if withdrawn or transferred prior to completion of the Index Term; and
- Annuity payments, benefits or surrender values, when based on the investment experience of the separate account allocation options, are variable and not guaranteed as to a dollar amount; and
- If I have purchased another Non-Qualified Annuity from PALAC or an affiliated company this calendar year that they will be considered as one annuity for tax purposes. If I take a distribution from any of these contracts, the taxable amount of the distribution will be reported to me and the IRS based on the earnings in all such contracts purchased during this calendar year; and
- The Annuity for which I am applying is not being purchased for speculation, arbitrage, viatication or any other type of collective investment scheme now or at any time prior to its termination; and
- The Annuity for which I am applying may not be traded on any stock exchange or secondary market; and
- I am not being compensated in any way for the purchase of the Annuity for which I am applying; and
- To the best of my knowledge and belief the statements made in this application are true and complete.

8. IMPORTANT NOTICES, OWNER ACKNOWLEDGEMENTS AND SIGNATURE(S) *(continued)*

REQUIRED: State where this application was signed _____

(If application is signed in a State other than the Owner's State of Residence, a Contract Situs Form is required.)

OWNER'S TAX CERTIFICATION (Substitute Form W-9) - To be completed only by U.S. persons (including U.S. citizens and resident aliens). If not a U.S. person, you are required to submit the applicable IRS Form W-8 series.

Under penalties of perjury, I certify that the taxpayer identification number listed on this form is my correct SSN/EIN and I am a U.S. citizen or other U.S. person (including resident aliens). I further certify that I am exempt from backup withholding and/or FATCA reporting unless I check the applicable box(es) below:

- ☐ I have been notified by the Internal Revenue Service that I am subject to backup withholding due to the failure to report all interest or dividends. Prudential is required to withhold income tax on any payments which include interest and dividends when the owner is subject to backup withholding.
- ☐ I am subject to the reporting requirements of the Foreign Account Tax Compliance Act (FATCA).

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

SIGN HERE ➡

Owner Signature *(or trustee or custodian, if applicable)* Date of Signature *(mm/dd/yyyy)*

TITLE *(if any)* ➡

If signing on behalf of a custodian, you must indicate your official title / position with the entity; if signing as a Trustee for a Trust, please provide the Trustee designation.

SIGN HERE ➡

Joint Owner Signature Date of Signature *(mm/dd/yyyy)*

SIGN HERE ➡

Annuitant Signature *(if different from Owner)* Date of Signature *(mm/dd/yyyy)*

SIGN HERE ➡

Joint / Contingent Annuitant Signature Date of Signature *(mm/dd/yyyy)*

9. FINANCIAL PROFESSIONAL ACKNOWLEDGEMENTS AND SIGNATURE(S)

FINANCIAL PROFESSIONAL STATEMENT

I am authorized and/or appointed to sell this variable annuity. I have reviewed the training materials provided by PALAC. I have fully discussed and explained the variable annuity features and charges including restrictions to the Owner. I believe this variable annuity is suitable given the Owner's investment time horizon, goals and objectives, and financial situation and needs. I represent that: (a) I have delivered current applicable prospectuses and any supplements for the variable annuity (*which includes summary descriptions of the underlying investment options*); and (b) have used only current PALAC approved sales material.

I certify that I have truly and accurately recorded on this application the information provided by the applicant.

I acknowledge that PALAC and its affiliates will rely on this statement.

SIGN HERE ➡

Financial Professional Signature

Date of Signature (mm/dd/yyyy)

SIGN HERE ➡

Financial Professional Signature

Date of Signature (mm/dd/yyyy)

A. FINANCIAL PROFESSIONAL(S) USE ONLY

☐ Commission Option A ☐ Commission Option B ☐ Commission Option C

Please contact your home office for available Commission Options or with any questions.

Name (First, Middle, Last)

Percentage _____ % ID Number _____ Telephone Number _____ Email address _____

Name (First, Middle, Last)

Percentage _____ % ID Number _____ Telephone Number _____ Email address _____

B. BROKER/DEALER USE ONLY

Name: _____

FOR BROKER/DEALER USE ONLY

Networking No.

Annuity No. (If established)



Annuities Service Center
P.O. Box 7960
Philadelphia, PA 19176
Tel 800.513.0805 Fax 800.207.7806
www.prudential.com

Overnight, Certified, Registered Delivery:
Annuities Service Center
2101 Welsh Road
Dresher, PA 19025

Marketing Name Advisor

Flexible Premium Deferred Index-Linked Variable Annuity

Issued by Prudential Annuities Life Assurance Corporation (PALAC)

1. OWNERSHIP INFORMATION

A. TYPE OF OWNERSHIP - Select One

- ☐ Natural Person(s) ☐ UGMA/UTMA ☐ Custodian ☐ Trust - (If selecting a Trust, submit the Certificate of Entity Ownership for Trusts form with this application.)

B. OWNER

- ☐ U.S. Citizen ☐ Resident Alien/Citizen of: _____ ☐ Male ☐ Female

Social Security Number (all 9 digits required) or Tax ID Date of birth (mm/dd/yyyy)

Name (First, Middle, Last, Suffix, Trust or Custodian)

Street address City State Zip

Home phone Mobile phone Email address

C. JOINT OWNER - Not available if Owner is a Custodian, Trust or for Qualified Annuities. Joint Owner must be a natural person.

- ☐ Check here to designate the Joint Owners as each other's Primary Beneficiary.

- ☐ U.S. Citizen ☐ Resident Alien/Citizen of: _____ ☐ Male ☐ Female

Social Security Number (all 9 digits required) Date of birth (mm/dd/yyyy)

Name (First, Middle, Last, Suffix) ☐ Address Same as Owner

Street address City State Zip

Home phone _____ Relationship to Owner _____

D. ANNUITANT - Complete this Section if the Annuitant is different from the Owner or if the Owner is a Custodian or Trust.

- ☐ U.S. Citizen ☐ Resident Alien/Citizen of: _____ ☐ Male ☐ Female

Social Security Number (all 9 digits required) Date of birth (mm/dd/yyyy)

Name (First, Middle, Last, Suffix) ☐ Address Same as Owner

Street address City State Zip

Home phone Mobile phone Email address

1. OWNERSHIP INFORMATION *(continued)*

E. OPTIONAL OTHER ANNUITANT

For Custodial IRA contracts your Optional Other Annuitant must be a **Contingent Annuitant**. For Non-Qualified contracts your Optional Other Annuitant must be a **Joint Annuitant**.

☐ U.S. Citizen ☐ Resident Alien/Citizen of: _____ ☐ Male ☐ Female

Social Security Number *(all 9 digits required)* _____
Date of birth *(mm/dd/yyyy)*

Name *(First, Middle, Last, Suffix)* ☐ Address Same as Owner

Street address _____
City State Zip

Home phone _____ Relationship to Owner _____

2. BENEFICIARY INFORMATION

- Select Primary or Contingent Beneficiary type for each beneficiary. The beneficiary type will be Primary if not selected.
- Percentage for all Primary Beneficiaries must total 100%. Percentage for all Contingent Beneficiaries must total 100%.
- For more than 3 beneficiaries, use section 6 to provide all information requested below for each beneficiary.
- For Custodial IRA contracts, the Custodian must be listed as the sole Primary Beneficiary.

Social Security Number *(all 9 digits required)* or Tax ID _____
Date of birth *(mm/dd/yyyy)* ☐ Primary ☐ Contingent

Name *(First, Middle, Last, Suffix, Trust or Custodian)* _____
Relationship _____
Percentage

Street address _____
City State Zip

Telephone Number _____ Email address _____

TRUSTEE NAME AND DATE OF TRUST REQUIRED ONLY IF A TRUST IS LISTED AS BENEFICIARY

Trustee Name _____
Date of Trust *(mm/dd/yyyy)*

Social Security Number *(all 9 digits required)* or Tax ID _____
Date of birth *(mm/dd/yyyy)* ☐ Primary ☐ Contingent

Name *(First, Middle, Last, Suffix, Trust or Custodian)* _____
Relationship _____
Percentage

Street address _____
City State Zip

Telephone Number _____ Email address _____

Social Security Number *(all 9 digits required)* or Tax ID _____
Date of birth *(mm/dd/yyyy)* ☐ Primary ☐ Contingent

Name *(First, Middle, Last, Suffix, Trust or Custodian)* _____
Relationship _____
Percentage

Street address _____
City State Zip

Telephone Number _____ Email address _____

3. ANNUITY INFORMATION

A. TYPE OF CONTRACT TO BE ISSUED

☐ Non-Qualified ☐ IRA ☐ Roth IRA ☐ SEP-IRA: Are you Self Employed? ☐ YES ☐ NO
(For SEP-IRA, additional information is required in section 6.)

B. PURCHASE PAYMENT(S)

Source of Funds	Payment Type		Expected Amount	Company Name (if applicable)	Account Number (if applicable)
	Qualified	Non-Qualified			
<input type="checkbox"/> Funds Enclosed w/ App <input type="checkbox"/> Transfer/Exchange Form Provided <input type="checkbox"/> Owner Requesting Funds	<input type="checkbox"/> Transfer <input type="checkbox"/> Direct Rollover <input type="checkbox"/> Rollover <input type="checkbox"/> Contribution Tax Year ¹ _____	<input type="checkbox"/> 1035 Exchange <input type="checkbox"/> Contribution	\$		
<input type="checkbox"/> Funds Enclosed w/ App <input type="checkbox"/> Transfer/Exchange Form Provided <input type="checkbox"/> Owner Requesting Funds	<input type="checkbox"/> Transfer <input type="checkbox"/> Direct Rollover <input type="checkbox"/> Rollover <input type="checkbox"/> Contribution Tax Year ¹ _____	<input type="checkbox"/> 1035 Exchange <input type="checkbox"/> Contribution	\$		
<input type="checkbox"/> Funds Enclosed w/ App <input type="checkbox"/> Transfer/Exchange Form Provided <input type="checkbox"/> Owner Requesting Funds	<input type="checkbox"/> Transfer <input type="checkbox"/> Direct Rollover <input type="checkbox"/> Rollover <input type="checkbox"/> Contribution Tax Year ¹ _____	<input type="checkbox"/> 1035 Exchange <input type="checkbox"/> Contribution	\$		

Total Expected Amount \$ _____

¹If no year is indicated, contribution defaults to current tax year. Contributions cannot be attributed to the previous tax year after the annual Internal Revenue Service (IRS) tax deadline.

C. EXISTING COVERAGE AND REPLACEMENT QUESTIONS

Required: Both the Owner Response and the Financial Professional Response columns must be completed.	Owner Response	Financial Professional Response
Does the Owner have any existing individual life insurance policies or annuity contracts?	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Will this annuity replace or change any existing individual life insurance policies or annuity contracts?	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

If you answered yes to either of these questions, you may be required to submit a state replacement form along with the application.

4. INDEX EFFECTIVE DATE: *ONE OPTION MUST BE CHOSEN*

- ☐ Earliest Index Effective Date: If you choose this option, your Index Effective Date will be the Issue Date of the Contract upon receipt of this application, initial Purchase Payment and other documents we require in Good Order. Your initial Purchase Payment will be allocated as indicated in Section 5.
- ☐ Deferred Index Effective Date: If you choose this option, your Contract will be issued upon receipt of this application, initial Purchase Payment and other documents we require in Good Order. The portion of your initial Purchase Payment you intend to allocate to any Index Strategy will be allocated to the Holding Account for **30 days**. Account Value in the Holding Account will then be reallocated according to the Allocation Options you indicate below using Index Strategy Rates in effect on the issue date of the contract.

Please note: any additional Purchase Payments received after the Index Effective Date will be allocated to the Holding Account and may not be used to start a new Index Strategy until an Index Anniversary.

5. ALLOCATION OPTIONS - *NOTE: ALL ELECTIONS MUST BE IN WHOLE PERCENTAGES, NOT DOLLARS*

We will only allow allocation to the Index Strategies on the Index Effective Date and on subsequent Index Anniversary Dates. Please see the prospectus for additional details.

Index Strategies

Point to Point with Cap Rate

- | | | |
|------------------------------------|--------|-------------|
| <input type="checkbox"/> MSCI EAFE | 1 Year | 10% Buffer |
| <input type="checkbox"/> S&P 500 | 1 Year | 10% Buffer |
| <input type="checkbox"/> S&P 500 | 1 Year | 100% Buffer |
| | | |
| <input type="checkbox"/> MSCI EAFE | 3 Year | 10% Buffer |
| <input type="checkbox"/> MSCI EAFE | 3 Year | 20% Buffer |
| <input type="checkbox"/> S&P 500 | 3 Year | 10% Buffer |
| <input type="checkbox"/> S&P 500 | 3 Year | 20% Buffer |
| | | |
| <input type="checkbox"/> MSCI EAFE | 6 Year | 20% Buffer |
| <input type="checkbox"/> S&P 500 | 6 Year | 20% Buffer |

Step Rate Plus

- | | | |
|------------------------------------|--------|-----------|
| <input type="checkbox"/> MSCI EAFE | 1 Year | 5% Buffer |
| <input type="checkbox"/> S&P 500 | 1 Year | 5% Buffer |

Tiered Participation Rate

- | | | |
|------------------------------------|--------|------------|
| <input type="checkbox"/> MSCI EAFE | 6 Year | 10% Buffer |
| <input type="checkbox"/> S&P 500 | 6 Year | 10% Buffer |

Variable Options

US Equity

- ☐ MFS VIT Value – Initial Class

International Equity

- ☐ MFS VIT II International Growth – Initial Class

Asset Allocation

- ☐ MFS VIT Total Return – Initial Class

Bond

- ☐ MFS VIT Total Return Bond – Initial Class

Money Market

- ☐ PSF Government Money Market Portfolio –
Class I - Default Holding Account

Percentages among the Index Strategies and Variable Options must total 100%.

Total %

6. ADDITIONAL INFORMATION

- If needed for:
- Beneficiaries (include Beneficiary's full social security number, name, address, date of birth, relationship to the owner, the Beneficiary type (Primary or Contingent) and the applicable percentage.)
 - SEP-IRA (include Employer name, address and Employer Plan No.(if available).)
 - Interested Parties (include name, social security number, date of birth and address.)
 - Special Instructions

7. FINANCIAL PROFESSIONAL AUTHORIZATION

By signing this application, you authorize your financial professional, who is also signing this application, to perform Contract Maintenance and provide Allocation Instructions as defined in the Definitions and Disclosure.

To revoke this authorization to perform one or both activities, check the appropriate box below:

☐ Contract Maintenance

☐ Allocation Instructions

If you wish to authorize an additional financial professional to provide advisory services to you in connection with this annuity, you must complete the appropriate form(s).

8. IMPORTANT NOTICES, OWNER ACKNOWLEDGEMENTS AND SIGNATURE(S)

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions, including insurance companies, to obtain, verify, and record information that identifies each person who opens an account, including an application for an annuity contract. When you apply for an annuity contract, we ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see identifying documents.

ALABAMA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

ALASKA: All statements and descriptions in an application for an insurance policy or annuity contract, or in negotiations for the policy or contract, by or in behalf of the insured or annuitant, shall be considered to be representations and not warranties. Misrepresentations, omissions, concealment of facts, and incorrect statements may not prevent a recovery under the policy or contract unless either (1) fraudulent; (2) material either to the acceptance of the risk, or to the hazard assumed by the insurer; or (3) the insurer in good faith would either not have issued the policy or contract, or would not have issued a policy or contract in as large an amount, or at the same premium or rate, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to the insurer as required either by the application for the policy or contract or otherwise.

ARIZONA: Upon written request an insurer is required to provide, within a reasonable time, factual information regarding the benefits and provisions of the annuity contract to the contract owner.

If for any reason you are not satisfied with this contract, you may return it to us within 10 days (or 30 days for applicants 65 or older) of the date you receive it. All you have to do is take it or mail it to one of our offices or to the representative who sold it to you, and it will be canceled from the beginning. If this is not a variable contract, any monies paid will be returned promptly. If this is a variable contract, any monies paid will be returned promptly after being adjusted according to state law.

COLORADO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages.

Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

8. IMPORTANT NOTICES, OWNER ACKNOWLEDGEMENTS AND SIGNATURE(S) *(continued)*

FLORIDA: Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

KANSAS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of insurance fraud as determined by a court of law and may be subject to fines and confinement in prison.

KENTUCKY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

MAINE, TENNESSEE and WASHINGTON: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MARYLAND: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NEW JERSEY: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NORTH CAROLINA: North Carolina residents must respond to this question: Do you believe the annuity meets your financial objectives and anticipated future financial needs? ☐ Yes ☐ No

OHIO: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKLAHOMA: WARNING — Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OREGON and VERMONT: — Any person who knowingly presents a materially false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

PENNSYLVANIA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

VIRGINIA: Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated the state law.

ALL OTHER STATES: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

By signing below, I acknowledge and represent that I have read, understand, and agree to the following statements:

- This variable annuity is suitable for my investment time horizon, goals and objectives and financial situation and needs; and
- I have received a current prospectus for this annuity; and
- The value of the contract may be affected by an external index, but the contract does not directly participate in any index; and
- The Holding Account is not guaranteed and may lose value; and
- Amounts allocated to Index Strategies will be subject to an Interim Value Adjustment if withdrawn or transferred prior to completion of the Index Term; and
- Annuity payments, benefits or surrender values, when based on the investment experience of the separate account allocation options, are variable and not guaranteed as to a dollar amount; and
- If I have purchased another Non-Qualified Annuity from PALAC or an affiliated company this calendar year that they will be considered as one annuity for tax purposes. If I take a distribution from any of these contracts, the taxable amount of the distribution will be reported to me and the IRS based on the earnings in all such contracts purchased during this calendar year; and
- The Annuity for which I am applying is not being purchased for speculation, arbitrage, viatication or any other type of collective investment scheme now or at any time prior to its termination; and
- The Annuity for which I am applying may not be traded on any stock exchange or secondary market; and
- I am not being compensated in any way for the purchase of the Annuity for which I am applying; and
- Any investment advisory services provided to me in connection with this Annuity are not provided by PALAC or Prudential Annuity Distributors, Inc. ("PAD") and neither PALAC nor PAD are responsible for, and will not be liable to me for, such investment advisory services; and
- Any investment advisory fee I will pay for advisory services is in addition to and separate from the fees and expenses of this Annuity; and
- To the best of my knowledge and belief the statements made in this application are true and complete.

8. IMPORTANT NOTICES, OWNER ACKNOWLEDGEMENTS AND SIGNATURE(S) *(continued)*

REQUIRED: State where this application was signed _____

(If application is signed in a State other than the Owner's State of Residence, a Contract Situs Form is required.)

OWNER'S TAX CERTIFICATION (Substitute Form W-9) - To be completed only by U.S. persons (including U.S. citizens and resident aliens). If not a U.S. person, you are required to submit the applicable IRS Form W-8 series.

Under penalties of perjury, I certify that the taxpayer identification number listed on this form is my correct SSN/EIN and I am a U.S. citizen or other U.S. person (including resident aliens). I further certify that I am exempt from backup withholding and/or FATCA reporting unless I check the applicable box(es) below:

- ☐ I have been notified by the Internal Revenue Service that I am subject to backup withholding due to the failure to report all interest or dividends. Prudential is required to withhold income tax on any payments which include interest and dividends when the owner is subject to backup withholding.
- ☐ I am subject to the reporting requirements of the Foreign Account Tax Compliance Act (FATCA).

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

SIGN HERE ➡

Owner Signature *(or trustee or custodian, if applicable)* Date of Signature *(mm/dd/yyyy)*

TITLE *(if any)* ➡

If signing on behalf of a custodian, you must indicate your official title / position with the entity; if signing as a Trustee for a Trust, please provide the Trustee designation.

SIGN HERE ➡

Joint Owner Signature Date of Signature *(mm/dd/yyyy)*

SIGN HERE ➡

Annuitant Signature *(if different from Owner)* Date of Signature *(mm/dd/yyyy)*

SIGN HERE ➡

Joint / Contingent Annuitant Signature Date of Signature *(mm/dd/yyyy)*

9. FINANCIAL PROFESSIONAL ACKNOWLEDGEMENTS AND SIGNATURE(S)

FINANCIAL PROFESSIONAL STATEMENT

I am authorized and/or appointed to sell this variable annuity. I have reviewed the training materials provided by PALAC. I have fully discussed and explained the variable annuity features and charges including restrictions to the Owner. I believe this variable annuity is suitable given the Owner's investment time horizon, goals and objectives, and financial situation and needs. I represent that: (a) I have delivered current applicable prospectuses and any supplements for the variable annuity (*which includes summary descriptions of the underlying investment options*); and (b) have used only current PALAC approved sales material.

I certify that I have truly and accurately recorded on this application the information provided by the applicant.

I acknowledge that PALAC and its affiliates will rely on this statement.

SIGN HERE ➡

Financial Professional Signature

Date of Signature (mm/dd/yyyy)

SIGN HERE ➡

Financial Professional Signature

Date of Signature (mm/dd/yyyy)

A. FINANCIAL PROFESSIONAL(S) USE ONLY

Name (First, Middle, Last)

ID Number

Telephone Number

Email address

Name (First, Middle, Last)

ID Number

Telephone Number

Email address

B. BROKER/DEALER USE ONLY

Name: _____

FOR BROKER/DEALER USE ONLY

Networking No.

Annuity No. (If established)



Annuities Service Center
P.O. Box 7960
Philadelphia, PA 19176
Tel 800.513.0805 Fax 800.207.7806
www.prudential.com

Overnight, Certified, Registered Delivery:
Annuities Service Center
2101 Welsh Road
Dresher, PA 19025

Marketing Name

Flexible Premium Deferred Index-Linked Beneficiary Variable Annuity

Issued by Prudential Annuities Life Assurance Corporation (PALAC)

For use by beneficiaries of annuities for exchange or transfer.

A Request for Required Distributions for Beneficiary Annuity Application form must be completed and submitted with this Application.

1. OWNERSHIP INFORMATION

A. DECEDENT

Social Security Number (all 9 digits required) or Tax ID

☐ Male ☐ Female

Date of birth (mm/dd/yyyy) _____ Date of death (mm/dd/yyyy) _____

Name (First, Middle, Last, Suffix, Trust or Custodian)

Street address City State Zip

B. BENEFICIAL OWNER

☐ U.S. Citizen ☐ Resident Alien/Citizen of: _____ ☐ Male ☐ Female

Social Security Number (all 9 digits required) or Tax ID Date of birth (mm/dd/yyyy)

Name (First, Middle, Last, Suffix)

Street address City State Zip

Home phone _____ Relationship to the Deceased _____

Type of Ownership

Select one: ☐ Natural Person(s) ☐ UGMA/UTMA ☐ Trust- (If selecting a Trust, submit the Certificate of Entity form with this application.)

If **Trust** Ownership, only check one of the two boxes:

Entity/Trust Ownership Only (Non-natural person), check one of the two boxes below.

☐ This is a **Grantor Trust** for federal income tax purposes that meets IRC Sections 671-679.

Social Security Number (all 9 digits required) or Tax ID Date of trust (mm/dd/yyyy)

Name of Grantor (First, Middle, Last, Suffix, Trust or Custodian) Date of birth (mm/dd/yyyy)

☐ This is a **Qualified Trust** for federal income tax purposes that meets and complies with Treasury Regulations Section 1.401(a)(9)-4.

Social Security Number (all 9 digits required) or Tax ID Date of trust (mm/dd/yyyy)

Name of Oldest Beneficiary (First, Middle, Last, Suffix, Trust or Custodian) Date of birth (mm/dd/yyyy)

1. OWNERSHIP INFORMATION *(continued)*

C. KEY LIFE - REQUIRED

- If the Beneficial Owner is an individual, the Key Life must be the Beneficial Owner. However, the Key Life cannot be changed. Accordingly, if you are completing this form as the Successor of an existing successor asset, the Key Life must be the same as on the existing successor asset that you are continuing (*in this scenario the Key Life will be a deceased person*).
- If the Beneficial Owner is a Grantor Trust, the Key Life must be the Grantor.
- If a Qualified Trust, the Key Life must be the oldest successor under the applicable trust.

☐ U.S. Citizen ☐ Resident Alien/Citizen of: _____ ☐ Male ☐ Female

Social Security Number (*all 9 digits required*) _____
Date of birth (*mm/dd/yyyy*)

Name (*First, Middle, Last, Suffix*) ☐ Address Same as Beneficial Owner

Street address _____
City State Zip

Home phone Mobile phone Email address

2. SUCCESSOR INFORMATION

- Select Primary or Contingent Successor type for each successor. The successor type will be Primary if not selected.
- Percentage for all Primary Successors must total 100%. Percentage for all Contingent Successors must total 100%.
- For more than 3 successors, use section 6 to provide all information requested below for each successor.

Social Security Number (*all 9 digits required*) or Tax ID _____
Date of birth (*mm/dd/yyyy*) ☐ Primary ☐ Contingent

Name (*First, Middle, Last, Suffix, Trust or Custodian*) _____
Relationship _____ %
Percentage

Street address _____
City State Zip

Telephone Number Email address _____

TRUSTEE NAME AND DATE OF TRUST **REQUIRED ONLY IF A TRUST IS LISTED AS BENEFICIARY**

Trustee Name _____
Date of Trust (*mm/dd/yyyy*)

Social Security Number (*all 9 digits required*) or Tax ID _____
Date of birth (*mm/dd/yyyy*) ☐ Primary ☐ Contingent

Name (*First, Middle, Last, Suffix, Trust or Custodian*) _____
Relationship _____ %
Percentage

Street address _____
City State Zip

Telephone Number Email address _____

Social Security Number (*all 9 digits required*) or Tax ID _____
Date of birth (*mm/dd/yyyy*) ☐ Primary ☐ Contingent

Name (*First, Middle, Last, Suffix, Trust or Custodian*) _____
Relationship _____ %
Percentage

Street address _____
City State Zip

Telephone Number Email address _____

3. ANNUITY INFORMATION

A. TYPE OF CONTRACT TO BE ISSUED

☐ Non-Qualified Beneficiary Annuity ☐ IRA Beneficiary Annuity ☐ Roth IRA Beneficiary Annuity

B. PURCHASE PAYMENT(S) - Only one Source of Funds per contract is permitted.

Source of Funds	Payment Type		Expected Amount	Company Name (if applicable)	Account Number (if applicable)
	Qualified	Non-Qualified			
<input type="checkbox"/> Transfer/Exchange Form Provided	<input type="checkbox"/> Transfer <input type="checkbox"/> Direct Rollover	<input type="checkbox"/> 1035 Exchange	\$		

C. EXISTING COVERAGE AND REPLACEMENT QUESTIONS

Required: Both the Owner Response and the Financial Professional Response columns must be completed.	Owner Response	Financial Professional Response
Does the Owner have any existing individual life insurance policies or annuity contracts?	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Will this annuity replace or change any existing individual life insurance policies or annuity contracts?	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Is the Beneficiary currently receiving payments or allowances via a stretch or legacy contract from another carrier and is that contract(s) being lapsed, surrendered, substantially surrendered or otherwise terminated in order to fund the contract being applied for?	<input type="checkbox"/> YES <input type="checkbox"/> NO	

If you answered yes to any of these questions, you may be required to submit a state replacement form along with the application.

4. INDEX EFFECTIVE DATE: ONE OPTION MUST BE CHOSEN

- ☐ Earliest Index Effective Date: If you choose this option, your Index Effective Date will be the Issue Date of the Contract upon receipt of this application, initial Purchase Payment and other documents we require in Good Order. Your initial Purchase Payment will be allocated as indicated in Section 5.
- ☐ Deferred Index Effective Date: If you choose this option, your Contract will be issued upon receipt of this application, initial Purchase Payment and other documents we require in Good Order. The portion of your initial Purchase Payment you intend to allocate to any Index Strategy will be allocated to the Holding Account for 30 days. Account Value in the Holding Account will then be reallocated according to the Allocation Options you indicate below using Index Strategy Rates in effect on the issue date of the contract.

Please note: any additional Purchase Payments received after the Index Effective Date will be allocated to the Holding Account and may not be used to start a new Index Strategy until an Index Anniversary.

5. ALLOCATION OPTIONS - NOTE: ALL ELECTIONS MUST BE IN WHOLE PERCENTAGES, NOT DOLLARS

We will only allow allocation to the Index Strategies on the Index Effective Date and on subsequent Index Anniversary Dates. Please see the prospectus for additional details.

Index Strategies

Point to Point with Cap Rate

☐ MSCI EAFE 1 Year 10% Buffer
☐ S&P 500 1 Year 10% Buffer
☐ S&P 500 1 Year 100% Buffer

☐ MSCI EAFE 3 Year 10% Buffer
☐ MSCI EAFE 3 Year 20% Buffer
☐ S&P 500 3 Year 10% Buffer
☐ S&P 500 3 Year 20% Buffer

☐ MSCI EAFE 6 Year 20% Buffer
☐ S&P 500 6 Year 20% Buffer

Step Rate Plus

☐ MSCI EAFE 1 Year 5% Buffer
☐ S&P 500 1 Year 5% Buffer

Tiered Participation Rate

☐ MSCI EAFE 6 Year 10% Buffer
☐ S&P 500 6 Year 10% Buffer

Variable Options

US Equity

☐ MFS VIT Value – Service Class

International Equity

☐ MFS VIT II International Growth – Service Class

Asset Allocation

☐ MFS VIT Total Return – Service Class

Bond

☐ MFS VIT Total Return Bond – Service Class

Money Market

☐ PSF Government Money Market Portfolio –
Class 2 - Default Holding Account

Percentages among the Index Strategies and Variable Options must total 100%.

Total %

6. ADDITIONAL INFORMATION

If needed for:

- Successors (include Successor's full social security number, name, address, date of birth, relationship to the Beneficial Owner, the Successor type (Primary or Contingent) and the applicable percentage.)
- Interested Parties (include name, social security number, date of birth and address.)
- Special Instructions

7. FINANCIAL PROFESSIONAL AUTHORIZATION

By signing this application, you authorize your financial professional, who is also signing this application, to perform Contract Maintenance and provide Allocation Instructions as defined in the Definitions and Disclosure.

To revoke this authorization to perform one or both activities, check the appropriate box below:

☐ **Contract Maintenance**

☐ **Allocation Instructions**

8. IMPORTANT NOTICES, BENEFICIAL OWNER ACKNOWLEDGEMENTS AND SIGNATURE(S)

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions, including insurance companies, to obtain, verify, and record information that identifies each person who opens an account, including an application for an annuity contract. When you apply for an annuity contract, we ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see identifying documents.

ALABAMA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

ALASKA: All statements and descriptions in an application for an insurance policy or annuity contract, or in negotiations for the policy or contract, by or in behalf of the insured or annuitant, shall be considered to be representations and not warranties. Misrepresentations, omissions, concealment of facts, and incorrect statements may not prevent a recovery under the policy or contract unless either (1) fraudulent; (2) material either to the acceptance of the risk, or to the hazard assumed by the insurer; or (3) the insurer in good faith would either not have issued the policy or contract, or would not have issued a policy or contract in as large an amount, or at the same premium or rate, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to the insurer as required either by the application for the policy or contract or otherwise.

ARIZONA: Upon written request an insurer is required to provide, within a reasonable time, factual information regarding the benefits and provisions of the annuity contract to the contract owner.

If for any reason you are not satisfied with this contract, you may return it to us within 10 days (or 30 days for applicants 65 or older) of the date you receive it. All you have to do is take it or mail it to one of our offices or to the representative who sold it to you, and it will be canceled from the beginning. If this is not a variable contract, any monies paid will be returned promptly. If this is a variable contract, any monies paid will be returned promptly after being adjusted according to state law.

COLORADO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages.

Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

8. IMPORTANT NOTICES, BENEFICIAL OWNER ACKNOWLEDGEMENTS AND SIGNATURE(S) (continued)

FLORIDA: Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

KANSAS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of insurance fraud as determined by a court of law and may be subject to fines and confinement in prison.

KENTUCKY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

MAINE, TENNESSEE and WASHINGTON: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MARYLAND: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NEW JERSEY: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NORTH CAROLINA: North Carolina residents must respond to this question: Do you believe the annuity meets your financial objectives and anticipated future financial needs? ☐ Yes ☐ No

OHIO: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKLAHOMA: WARNING — Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OREGON and VERMONT: — Any person who knowingly presents a materially false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

PENNSYLVANIA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

VIRGINIA: Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated the state law.

ALL OTHER STATES: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

By signing below, I acknowledge and represent that I have read, understand, and agree to the following statements:

- This variable annuity is suitable for my investment time horizon, goals and objectives and financial situation and needs; and
- I have received a current prospectus for this annuity; and
- The value of the contract may be affected by an external index, but the contract does not directly participate in any index; and
- The Holding Account is not guaranteed and may lose value; and
- Amounts allocated to Index Strategies will be subject to an Interim Value Adjustment if withdrawn or transferred prior to completion of the Index Term; and
- Annuity payments, benefits or surrender values, when based on the investment experience of the separate account allocation options, are variable and not guaranteed as to a dollar amount; and
- If I have purchased another Non-Qualified Annuity from PALAC or an affiliated company this calendar year that they will be considered as one annuity for tax purposes. If I take a distribution from any of these contracts, the taxable amount of the distribution will be reported to me and the IRS based on the earnings in all such contracts purchased during this calendar year; and
- The Annuity for which I am applying is not being purchased for speculation, arbitrage, viatication or any other type of collective investment scheme now or at any time prior to its termination; and
- The Annuity for which I am applying may not be traded on any stock exchange or secondary market; and
- I am not being compensated in any way for the purchase of the Annuity for which I am applying; and
- To the best of my knowledge and belief the statements made in this application are true and complete.

8. IMPORTANT NOTICES, BENEFICIAL OWNER ACKNOWLEDGEMENTS AND SIGNATURE(S) (continued)

REQUIRED: State where this application was signed _____

(If application is signed in a State other than the Beneficial Owner's State of Residence, a Contract Situs Form is required.)

OWNER'S TAX CERTIFICATION (Substitute Form W-9) - To be completed only by U.S. persons (including U.S. citizens and resident aliens). If not a U.S. person, you are required to submit the applicable IRS Form W-8 series.

Under penalties of perjury, I certify that the taxpayer identification number listed on this form is my correct SSN/EIN and I am a U.S. citizen or other U.S. person (including resident aliens). I further certify that I am exempt from backup withholding and/or FATCA reporting unless I check the applicable box(es) below:

- ☐ I have been notified by the Internal Revenue Service that I am subject to backup withholding due to the failure to report all interest or dividends. Prudential is required to withhold income tax on any payments which include interest and dividends when the owner is subject to backup withholding.
- ☐ I am subject to the reporting requirements of the Foreign Account Tax Compliance Act (FATCA).

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

SIGN HERE ➡

Beneficial Owner Signature (or trustee or custodian, if applicable)

Date of Signature (mm/dd/yyyy)

SIGN HERE ➡

For Trust Owned Agreements: Key Life Signature

Date of Signature (mm/dd/yyyy)

TITLE (if any) ➡

If signing on behalf of a entity, you must indicate your official title / position with the entity; if signing as a Trustee for a Trust, please provide the Trustee designation.

9. FINANCIAL PROFESSIONAL ACKNOWLEDGEMENTS AND SIGNATURE(S)

FINANCIAL PROFESSIONAL STATEMENT

I am authorized and/or appointed to sell this variable annuity. I have reviewed the training materials provided by Prudential. I have fully discussed and explained the variable annuity features and charges including restrictions to the Owner. I believe this variable annuity is suitable given the Owner's investment time horizon, goals and objectives, and financial situation and needs. I represent that: (a) I have delivered current applicable prospectuses and any supplements for the variable annuity (which includes summary descriptions of the underlying investment options); and (b) have used only current PALAC approved sales material.

I certify that I have truly and accurately recorded on this application the information provided by the applicant.

I acknowledge that PALAC and its affiliates will rely on this statement.

SIGN HERE ➡

Financial Professional Signature

Date of Signature (mm/dd/yyyy)

SIGN HERE ➡

Financial Professional Signature

Date of Signature (mm/dd/yyyy)

A. FINANCIAL PROFESSIONAL(S) USE ONLY

☐ Commission Option A ☐ Commission Option B ☐ Commission Option C

Please contact your home office for available Commission Options or with any questions.

Name (First, Middle, Last)

Percentage _____ % ID Number _____ Telephone Number _____ Email address _____

Name (First, Middle, Last)

Percentage _____ % ID Number _____ Telephone Number _____ Email address _____

B. BROKER/DEALER USE ONLY

Name: _____

FOR BROKER/DEALER USE ONLY

Networking No. _____ Annuity No. (If established) _____

Marketing Name Advisor

Flexible Premium Deferred Index-Linked Beneficiary Variable Annuity

Issued by Prudential Annuities Life Assurance Corporation (PALAC)

For use by beneficiaries of annuities for exchange or transfer.

A Request for Required Distributions for Beneficiary Annuity Application form must be completed and submitted with this Application.

1. OWNERSHIP INFORMATION

A. DECEDENT

☐ Male ☐ Female

Social Security Number (all 9 digits required) or Tax ID

Date of birth (mm/dd/yyyy) _____

Date of death (mm/dd/yyyy) _____

Name (First, Middle, Last, Suffix, Trust or Custodian)

Street address

City

State

Zip

B. BENEFICIAL OWNER

☐ U.S. Citizen ☐ Resident Alien/Citizen of: _____

☐ Male ☐ Female

Social Security Number (all 9 digits required) or Tax ID

Date of birth (mm/dd/yyyy)

Name (First, Middle, Last, Suffix)

Street address

City

State

Zip

Home phone _____

Relationship to the Deceased _____

Type of Ownership

Select one: ☐ Natural Person(s) ☐ UGMA/UTMA ☐ Trust- (If selecting a Trust, submit the Certificate of Entity form with this application.)

If **Trust** Ownership, only check one of the two boxes:

Entity/Trust Ownership Only (Non-natural person), check one of the two boxes below.

☐ This is a **Grantor Trust** for federal income tax purposes that meets IRC Sections 671-679.

Social Security Number (all 9 digits required) or Tax ID

Date of trust (mm/dd/yyyy)

Name of Grantor (First, Middle, Last, Suffix, Trust or Custodian)

Date of birth (mm/dd/yyyy)

☐ This is a **Qualified Trust** for federal income tax purposes that meets and complies with Treasury Regulations Section 1.401(a)(9)-4.

Social Security Number (all 9 digits required) or Tax ID

Date of trust (mm/dd/yyyy)

Name of Oldest Beneficiary (First, Middle, Last, Suffix, Trust or Custodian)

Date of birth (mm/dd/yyyy)

1. OWNERSHIP INFORMATION *(continued)*

C. KEY LIFE - REQUIRED

- If the Beneficial Owner is an individual, the Key Life must be the Beneficial Owner. However, the Key Life cannot be changed. Accordingly, if you are completing this form as the Successor of an existing successor asset, the Key Life must be the same as on the existing successor asset that you are continuing (*in this scenario the Key Life will be a deceased person*).
- If the Beneficial Owner is a Grantor Trust, the Key Life must be the Grantor.
- If a Qualified Trust, the Key Life must be the oldest successor under the applicable trust.

☐ U.S. Citizen ☐ Resident Alien/Citizen of: _____ ☐ Male ☐ Female

Social Security Number (*all 9 digits required*) _____
Date of birth (*mm/dd/yyyy*)

Name (*First, Middle, Last, Suffix*) ☐ Address Same as Beneficial Owner

Street address _____
City State Zip

Home phone Mobile phone Email address

2. SUCCESSOR INFORMATION

- Select Primary or Contingent Successor type for each successor. The successor type will be Primary if not selected.
- Percentage for all Primary Successors must total 100%. Percentage for all Contingent Successors must total 100%.
- For more than 3 successors, use section 6 to provide all information requested below for each successor.

Social Security Number (*all 9 digits required*) or Tax ID _____
Date of birth (*mm/dd/yyyy*) ☐ Primary ☐ Contingent

Name (*First, Middle, Last, Suffix, Trust or Custodian*) _____
Relationship _____
Percentage

Street address _____
City State Zip

Telephone Number Email address

TRUSTEE NAME AND DATE OF TRUST **REQUIRED ONLY IF A TRUST IS LISTED AS BENEFICIARY**

Trustee Name _____
Date of Trust (*mm/dd/yyyy*)

Social Security Number (*all 9 digits required*) or Tax ID _____
Date of birth (*mm/dd/yyyy*) ☐ Primary ☐ Contingent

Name (*First, Middle, Last, Suffix, Trust or Custodian*) _____
Relationship _____
Percentage

Street address _____
City State Zip

Telephone Number Email address

Social Security Number (*all 9 digits required*) or Tax ID _____
Date of birth (*mm/dd/yyyy*) ☐ Primary ☐ Contingent

Name (*First, Middle, Last, Suffix, Trust or Custodian*) _____
Relationship _____
Percentage

Street address _____
City State Zip

Telephone Number Email address

3. ANNUITY INFORMATION

A. TYPE OF CONTRACT TO BE ISSUED

☐ Non-Qualified Beneficiary Annuity ☐ IRA Beneficiary Annuity ☐ Roth IRA Beneficiary Annuity

B. PURCHASE PAYMENT(S) - Only one Source of Funds per contract is permitted.

Source of Funds	Payment Type		Expected Amount	Company Name (if applicable)	Account Number (if applicable)
	Qualified	Non-Qualified			
<input type="checkbox"/> Transfer/Exchange Form Provided	<input type="checkbox"/> Transfer <input type="checkbox"/> Direct Rollover	<input type="checkbox"/> 1035 Exchange	\$		

C. EXISTING COVERAGE AND REPLACEMENT QUESTIONS

Required: Both the Owner Response and the Financial Professional Response columns must be completed.	Owner Response	Financial Professional Response
Does the Owner have any existing individual life insurance policies or annuity contracts?	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Will this annuity replace or change any existing individual life insurance policies or annuity contracts?	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Is the Beneficiary currently receiving payments or allowances via a stretch or legacy contract from another carrier and is that contract(s) being lapsed, surrendered, substantially surrendered or otherwise terminated in order to fund the contract being applied for?	<input type="checkbox"/> YES <input type="checkbox"/> NO	

If you answered yes to any of these questions, you may be required to submit a state replacement form along with the application.

4. INDEX EFFECTIVE DATE: ONE OPTION MUST BE CHOSEN

- ☐ Earliest Index Effective Date: If you choose this option, your Index Effective Date will be the Issue Date of the Contract upon receipt of this application, initial Purchase Payment and other documents we require in Good Order. Your initial Purchase Payment will be allocated as indicated in Section 5.
- ☐ Deferred Index Effective Date: If you choose this option, your Contract will be issued upon receipt of this application, initial Purchase Payment and other documents we require in Good Order. The portion of your initial Purchase Payment you intend to allocate to any Index Strategy will be allocated to the Holding Account for 30 days. Account Value in the Holding Account will then be reallocated according to the Allocation Options you indicate below using Index Strategy Rates in effect on the issue date of the contract.

Please note: any additional Purchase Payments received after the Index Effective Date will be allocated to the Holding Account and may not be used to start a new Index Strategy until an Index Anniversary.

5. ALLOCATION OPTIONS - NOTE: ALL ELECTIONS MUST BE IN WHOLE PERCENTAGES, NOT DOLLARS

We will only allow allocation to the Index Strategies on the Index Effective Date and on subsequent Index Anniversary Dates. Please see the prospectus for additional details.

Index Strategies

Point to Point with Cap Rate

☐ MSCI EAFE 1 Year 10% Buffer
☐ S&P 500 1 Year 10% Buffer
☐ S&P 500 1 Year 100% Buffer

☐ MSCI EAFE 3 Year 10% Buffer
☐ MSCI EAFE 3 Year 20% Buffer
☐ S&P 500 3 Year 10% Buffer
☐ S&P 500 3 Year 20% Buffer

☐ MSCI EAFE 6 Year 20% Buffer
☐ S&P 500 6 Year 20% Buffer

Step Rate Plus

☐ MSCI EAFE 1 Year 5% Buffer
☐ S&P 500 1 Year 5% Buffer

Tiered Participation Rate

☐ MSCI EAFE 6 Year 10% Buffer
☐ S&P 500 6 Year 10% Buffer

Variable Options

US Equity

☐ MFS VIT Value – Initial Class

International Equity

☐ MFS VIT II International Growth – Initial Class

Asset Allocation

☐ MFS VIT Total Return – Initial Class

Bond

☐ MFS VIT Total Return Bond – Initial Class

Money Market

☐ PSF Government Money Market Portfolio –
Class I - Default Holding Account

Percentages among the Index Strategies and Variable Options must total 100%.

Total %

6. ADDITIONAL INFORMATION

If needed for:

- Successors (include Successor's full social security number, name, address, date of birth, relationship to the Beneficial Owner, the Successor type (Primary or Contingent) and the applicable percentage.)
- Interested Parties (include name, social security number, date of birth and address.)
- Special Instructions

7. FINANCIAL PROFESSIONAL AUTHORIZATION

By signing this application, you authorize your financial professional, who is also signing this application, to perform Contract Maintenance and provide Allocation Instructions as defined in the Definitions and Disclosure.

To revoke this authorization to perform one or both activities, check the appropriate box below:

- ☐ **Contract Maintenance**
- ☐ **Allocation Instructions**

If you wish to authorize an additional financial professional to provide advisory services to you in connection with this annuity, you must complete the appropriate form(s).

8. IMPORTANT NOTICES, BENEFICIAL OWNER ACKNOWLEDGEMENTS AND SIGNATURE(S)

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions, including insurance companies, to obtain, verify, and record information that identifies each person who opens an account, including an application for an annuity contract. When you apply for an annuity contract, we ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see identifying documents.

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ALASKA: All statements and descriptions in an application for an insurance policy or annuity contract, or in negotiations for the policy or contract, by or in behalf of the insured or annuitant, shall be considered to be representations and not warranties. Misrepresentations, omissions, concealment of facts, and incorrect statements may not prevent a recovery under the policy or contract unless either (1) fraudulent; (2) material either to the acceptance of the risk, or to the hazard assumed by the insurer; or (3) the insurer in good faith would either not have issued the policy or contract, or would not have issued a policy or contract in as large an amount, or at the same premium or rate, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to the insurer as required either by the application for the policy or contract or otherwise.

ARIZONA: Upon written request an insurer is required to provide, within a reasonable time, factual information regarding the benefits and provisions of the annuity contract to the contract owner.

If for any reason you are not satisfied with this contract, you may return it to us within 10 days (or 30 days for applicants 65 or older) of the date you receive it. All you have to do is take it or mail it to one of our offices or to the representative who sold it to you, and it will be canceled from the beginning. If this is not a variable contract, any monies paid will be returned promptly. If this is a variable contract, any monies paid will be returned promptly after being adjusted according to state law.

COLORADO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages.

Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

8. IMPORTANT NOTICES, BENEFICIAL OWNER ACKNOWLEDGEMENTS AND SIGNATURE(S) (continued)

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KANSAS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of insurance fraud as determined by a court of law and may be subject to fines and confinement in prison.

KENTUCKY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

MAINE, TENNESSEE and WASHINGTON: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

MARYLAND: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NEW JERSEY: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NORTH CAROLINA: North Carolina residents must respond to this question: Do you believe the annuity meets your financial objectives and anticipated future financial needs? ☐ Yes ☐ No

OHIO: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKLAHOMA: WARNING — Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OREGON and VERMONT: — Any person who knowingly presents a materially false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

PENNSYLVANIA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

VIRGINIA: Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated the state law.

ALL OTHER STATES: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

By signing below, I acknowledge and represent that I have read, understand, and agree to the following statements:

- This variable annuity is suitable for my investment time horizon, goals and objectives and financial situation and needs; and
- I have received a current prospectus for this annuity; and
- The value of the contract may be affected by an external index, but the contract does not directly participate in any index; and
- The Holding Account is not guaranteed and may lose value; and
- Amounts allocated to Index Strategies will be subject to an Interim Value Adjustment if withdrawn or transferred prior to completion of the Index Term; and
- Annuity payments, benefits or surrender values, when based on the investment experience of the separate account allocation options, are variable and not guaranteed as to a dollar amount; and
- If I have purchased another Non-Qualified Annuity from PALAC or an affiliated company this calendar year that they will be considered as one annuity for tax purposes. If I take a distribution from any of these contracts, the taxable amount of the distribution will be reported to me and the IRS based on the earnings in all such contracts purchased during this calendar year; and
- The Annuity for which I am applying is not being purchased for speculation, arbitrage, viatication or any other type of collective investment scheme now or at any time prior to its termination; and
- The Annuity for which I am applying may not be traded on any stock exchange or secondary market; and
- I am not being compensated in any way for the purchase of the Annuity for which I am applying; and
- Any investment advisory services provided to me in connection with this Annuity are not provided by PALAC or Prudential Annuity Distributors, Inc. ("PAD") and neither PALAC nor PAD are responsible for, and will not be liable to me for, such investment advisory services; and
- Any investment advisory fee I will pay for advisory services is in addition to and separate from the fees and expenses of this Annuity; and
- To the best of my knowledge and belief the statements made in this application are true and complete.

8. IMPORTANT NOTICES, BENEFICIAL OWNER ACKNOWLEDGEMENTS AND SIGNATURE(S) (continued)

REQUIRED: State where this application was signed _____

(If application is signed in a State other than the Beneficial Owner's State of Residence, a Contract Situs Form is required.)

OWNER'S TAX CERTIFICATION (Substitute Form W-9) - To be completed only by U.S. persons (including U.S. citizens and resident aliens). If not a U.S. person, you are required to submit the applicable IRS Form W-8 series.

Under penalties of perjury, I certify that the taxpayer identification number listed on this form is my correct SSN/EIN and I am a U.S. citizen or other U.S. person (including resident aliens). I further certify that I am exempt from backup withholding and/or FATCA reporting unless I check the applicable box(es) below:

- ☐ I have been notified by the Internal Revenue Service that I am subject to backup withholding due to the failure to report all interest or dividends. Prudential is required to withhold income tax on any payments which include interest and dividends when the owner is subject to backup withholding.
- ☐ I am subject to the reporting requirements of the Foreign Account Tax Compliance Act (FATCA).

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

SIGN HERE ➡

Beneficial Owner Signature (or trustee or custodian, if applicable)

Date of Signature (mm/dd/yyyy)

SIGN HERE ➡

For Trust Owned Agreements: Key Life Signature

Date of Signature (mm/dd/yyyy)

TITLE (if any) ➡

If signing on behalf of a entity, you must indicate your official title / position with the entity; if signing as a Trustee for a Trust, please provide the Trustee designation.

9. FINANCIAL PROFESSIONAL ACKNOWLEDGEMENTS AND SIGNATURE(S)

FINANCIAL PROFESSIONAL STATEMENT

I am authorized and/or appointed to sell this variable annuity. I have reviewed the training materials provided by Prudential. I have fully discussed and explained the variable annuity features and charges including restrictions to the Owner. I believe this variable annuity is suitable given the Owner's investment time horizon, goals and objectives, and financial situation and needs. I represent that: (a) I have delivered current applicable prospectuses and any supplements for the variable annuity (which includes summary descriptions of the underlying investment options); and (b) have used only current PALAC approved sales material.

I certify that I have truly and accurately recorded on this application the information provided by the applicant.

I acknowledge that PALAC and its affiliates will rely on this statement.

SIGN HERE ➡

Financial Professional Signature

Date of Signature (mm/dd/yyyy)

SIGN HERE ➡

Financial Professional Signature

Date of Signature (mm/dd/yyyy)

A. FINANCIAL PROFESSIONAL(S) USE ONLY

Name (First, Middle, Last)

ID Number

Telephone Number

Email address

Name (First, Middle, Last)

ID Number

Telephone Number

Email address

B. BROKER/DEALER USE ONLY

Name: _____

FOR BROKER/DEALER USE ONLY

Networking No.

Annuity No. (If established)

State:	District of Columbia	Filing Company:	Prudential Annuities Life Assurance Corporation
TOI/Sub-TOI:	A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium		
Product Name:	RILA/IND(11/19)		
Project Name/Number:	RILA/IND(11/19)/IFSA-RILA/IND(11/19)-JW		

Supporting Document Schedules

Satisfied - Item:	Actuarial Memorandum
Comments:	
Attachment(s):	RILA-IND(11-19) ACT MEMO.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Memoranda of Variability
Comments:	
Attachment(s):	RILA-IND(11-19) Memo of Variability.pdf END-RILA-P2P(11-19) Memo of Variability.pdf END-RILA-TPAR(11-19) Memo of Variability.pdf END-RILA-SRP(11-19) Memo of Variability.pdf RID-RILA-ROP(11-19) Memo of Variability.pdf END-RILA-MRS(11-19) Memo of Variability.pdf RILA-SCH-I(11-19) Memo of Variability.pdf RILA-SCH-DCD(11-19) Memo of Variability.pdf RILA-SCH-I-DCD(11-19) Memo of Variability.pdf RILA-APP(6-20) Memo of Variability.pdf RILA-APP-I(6-20) Memo of Variability.pdf RILA-IBAPP(6-20) Memo of Variability.pdf RILA-IBAPP-I(6-20) Memo of Variability.pdf
Item Status:	
Status Date:	

PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION
ACTUARIAL MEMORANDUM

Individual Registered Index Linked Variable Annuity
Form Number: RILA/IND(11/19) et al; (and state variations thereof)

I, Don D. Yao, ASA, MAAA, am Director, Actuary of Prudential Annuities Life Assurance Corporation, an Associate of the Society of Actuaries, and a member of the American Academy of Actuaries. I meet the Academy qualification standards for rendering this opinion.

Actuarial Product Description

Description The Individual Registered Index Linked Variable Annuity (“The Product”) is an Individual Flexible Purchase Payment Variable Deferred Annuity Contract with Index Option Endorsements and a Return of Purchase Payments Death Benefit. Purchase Payments may be made at any time and The Product will be offered with a six-year surrender charge schedule (B-Series) and no surrender charge (I-Series). It is issued to ages up to 85. The Product will offer a free withdrawal provision of up to 10% of total purchase payments per year.

Initial Purchase Payment The minimum Initial Purchase Payment is \$25,000. The Initial Purchase Payment may not exceed \$1,000,000 without our consent. The Initial Purchase Payment may be allocated among the Index Strategies or Variable Subaccounts. The minimum required amount allocated to any Index Strategy is \$2,000 and the minimum required amount allocated to any Variable Subaccount is \$20.

Expenses This section summarizes all expenses in the contract.

Contract Charge: The annualized contract charge is currently 1.30% (0.50%) if Net Purchase Payments total less than \$1 million and 1.20% (0.40%) if Net Purchase Payments are equal to or exceed \$1 million on the B-Series (I-Series). The charge is reflected in variable subaccount performance as a mortality and expense charge and is only applicable to amounts allocated to the variable subaccounts.

Administrative Charge: The administrative charge is currently 0.15% annualized and is included as a component of the total Contract Charge above.

Surrender Charge: Surrender charges will be applicable to any amount withdrawn from the contract prior to the end of the CDSC period that exceeds the Free Withdrawal Amount in a given contract year. The CDSC does not apply to the I-Series.

Purchase Payment Year	Surrender Charge Percentage	Purchase Payment Year	Surrender Charge Percentage
1	7.0%	4	5.0%
2	7.0%	5	4.0%
3	6.0%	6	3.0%
7+		0.0%	

Transfer Fees: None.

Interim Value Adjustment: When a full or partial surrender, annuitization, transfer out, or a death benefit is paid from an Index Strategy during an Index Period, an adjustment will be made to the surrender amount to determine the fair market value of each Index Strategy at the time of the transaction. This can increase or decrease the surrender value, which is detailed later in this memorandum.

Account Value	At any time, the contract's Account Value is equal to the sum of the Interim Value of each Index Strategy and the value of the Variable Subaccounts. On the Issue Date, the Account Value is equal to the Premium.
Index Strategy Base	The Index Strategy Base is the amount allocated to an Index Strategy on the Index Strategy Start Date. This amount will be adjusted for Withdrawals and used to determine the interest credited when the Index Credit is applied on the Index Strategy End Date.
Death Benefit	<p>The Return of Purchase Payments (ROP) death benefit provides a death benefit equal to the greater of:</p> <ol style="list-style-type: none">1) The Account Value at Due Proof of Death; and2) The sum of all Purchase Payments since the Issue Date until the date of Due Proof of Death, reduced proportionally by the ratio of the amount of any Withdrawal to the Account Value immediately prior to the Withdrawal.
Annuity Benefit	On the Annuity Date the Account Value can be applied towards one of the offered annuitization options. The default annuitization age is 95 as determined by the oldest of any Contract Owner(s).
Allocation Options	<p>Two different types of investment options are available on this contract;</p> <p>Variable Options:</p> <ol style="list-style-type: none">1) [PSF Government Money Market Portfolio] (Holding Account)2) [MFS VIT Value]3) [MFS VIT II International Growth]4) [MFS VIT Total Return]5) [MFS VIT Total Return Bond] <p>Index Options:</p> <ol style="list-style-type: none">1) Cap Rate Index Strategy – [S&P500] & [MSCI EAFE]2) Tiered Participation Rate Index Strategy – [S&P500] & [MSCI EAFE]3) Step Rate Plus Index Strategy – [S&P500] & [MSCI EAFE]
Buffer	This product will offer Index Strategies with 5%, 10%, 20% and 100% Buffers across various Index Strategies. The Buffer is represented by a percentage and will impact Index Strategies when there is a negative Index Return. If the Index Return is greater than zero, then the Index Credit will depend on the Index Strategy chosen. If the Index Return is negative, the Index Credit will be the minimum of the Index Return plus the Buffer and zero.

Example: Assume a 10% Buffer and Index Returns of -5% and -15%. The Index Credit is calculated as the minimum of the Index Return plus the Buffer and zero.

Positive Index Returns are not impacted by the Buffer. Refer to the sections below to examine how each Index Strategy is impacted when Index Returns are positive.

If the Index Return is -5%, the Index Return plus the Buffer is 5%. When compared to zero, the minimum of these values, and thus the Index Credit, will be zero.

If the Index Return is -15%, the Index Return plus the Buffer is -5%. When compared to zero, the minimum of these values, and thus the Index Credit, will be -5%.

Cap Rate
Index Strategy The Cap Rate Index Strategy is offered in one, three, and six-year term options. Cap Rates are declared periodically and are subject to the term and Buffer Level applicable to the strategy.

On each Index Strategy End Date, the Index Credit to a Cap Rate Index Strategy is calculated as follows:

Calculate the Index Return as the Current Index Value minus the Index Value on the Index Strategy Start Date and divide it by the Index Value on the Index Strategy Start Date.

If the Index Return is greater than or equal to zero, the Index Credit equals the minimum of the Index Return and the Cap Rate.

If the Index Return is less than zero, reference the Buffer section above.

Example: The table below displays the hypothetical Index Credits for the Cap Rate Index Strategy based on various Index Returns. Assume a Cap Rate of 12% and a Buffer of 10%.

Index Return	Calculation	Index Credit	Description
15%	$\text{Min}(15\%, 12\%)$	12%	The Index Return is positive and greater than the Cap Rate, so the Index Credit is equal to the Cap Rate.
8%	$\text{Min}(8\%, 12\%)$	8%	The Index Return is positive and less than the Cap Rate, so the Index Credit is equal to the Index Return.
-5%	$\text{Min}(-5\% + 10\%, 0\%)$	0%	The Index Return is negative and less than the Buffer, so the Index Credit is zero.
-12%	$\text{Min}(-12\% + 10\%, 0\%)$	-2%	The Index Return is negative and in excess of the Buffer, so the Index Credit is the percentage in excess of the Buffer, or -2%.

Tiered
Participation
Rate Index
Strategy

The Tiered Participation Rate Index Strategy is currently offered with six-year term option but may be offered with different term options in the future. The Participation Rates and Tier Level are declared periodically and subject to the term and Buffer Level applicable to the strategy.

On the Index Strategy End Date, the Index Credit to a Tiered Participation Rate Index Strategy is calculated as follows:

Calculate the Index Return as the Current Index Value minus the Index Value on the Index Strategy Start Date and divide it by the Index Value on the Index Strategy Start Date.

If the Index Return is greater than or equal to zero and less than or equal to the declared Tier Level, the Index Credit equals the Index Return times the Participation Rate for the first tier. If the Index Return exceeds the declared Tier Level, then the Index Credit is calculated as the declared Tier Level times the first tier Participation Rate plus the Index Return in excess of the Tier Level times the Participation Rate for the second tier.

If the Index Return is less than zero, reference the Buffer section above.

Example: The table below displays the hypothetical Index Credits for the Tiered Participation Rate Index Strategy based on various Index Returns. Assume a Tier Level of 30% with a first tier Participation Rate of 100% and a second tier Participation Rate of 140%. The Buffer for this scenario will be 10%.

Index Return	Calculation	Index Credit	Description
35%	$100\% * 30\% + 140\% * (35\% - 30\%)$	37%	The Index Return is positive and greater than the declared Tier Level, so the Index Credit is equal to the first tier Participation Rate times the Tier Level plus the excess Index Return above the Tier Level times the second tier Participation Rate.
15%	$100\% * 15\%$	15%	The Index Return is positive and less than the declared Tier Level, so the Index Credit is equal to the Index Return times the first tier Participation Rate.
-5%	$\text{Min}(-5\% + 10\%, 0\%)$	0%	The Index Return is negative and less than the Buffer, so the Index Credit is zero.
-15%	$\text{Min}(-15\% + 10\%, 0\%)$	-5%	The Index Return is negative and in excess of the Buffer, so the Index Credit is the percentage in excess of the Buffer, or -5%.

Step Rate Plus Index Strategy The Step Rate Plus Index Strategy is currently offered with a one-year term but may be offered with different term options in the future. The Step Rate and Participation Rate are declared periodically and are subject to the term and Buffer Level applicable to the strategy.

On each Index Strategy End Date the Index Credit to a Step Rate Plus Index Strategy is calculated as follows:

Calculate the Index Return as the Current Index Value minus the Index Value on the Index Strategy Start Date and divide it by the Index Value on the Index Strategy Start Date.

If the Index Return is zero or positive, the Index Credit is set equal to the maximum of the Step Rate and the Index Return times the Participation Rate.

If the Index Return is less than zero, reference the Buffer section above.

Example: The table below displays the hypothetical Index Credits for the Step Rate Plus Index Strategy based on various Index Returns. Assume a Step Rate of 6%, a Participation Rate of 80%, and a Buffer of 5%.

Index Return	Calculation	Index Credit	Description
15%	$\text{Max}(6\%, 15\% * 80\%)$	12%	The Index Return is positive, so the Index Credit is equal to greater of the Index Return times the Participation Rate and the Step Rate.
3%	$\text{Max}(6\%, 3\% * 80\%)$	6%	The Index Return is positive, so the Index Credit is equal to greater of the Index Return times the Participation Rate and the Step Rate.
-3%	$\text{Min}(-3\% + 5\%, 0\%)$	0%	The Index Return is negative and less than the Buffer, so the Index Credit is zero.
-10%	$\text{Min}(-10\% + 5\%, 0\%)$	-5%	The Index Return is negative and in excess of the Buffer, so the Index Credit is the percentage in excess of the Buffer, or -5%.

Reallocations	<p>On each Index Anniversary Date, contract Owners may reallocate their Variable Subaccounts and any Index Strategy that has reached its Index Strategy End Date.</p> <p>The Contract Owner will receive a Reallocation Notice [30] days prior to their Index Anniversary Date for any Strategies reaching maturity. The Owner must provide instructions for reallocation at least [2] days prior to the Index Anniversary Date. The reallocation will be processed on the Index Anniversary Date. Reallocations are limited to the minimum allocations specified in the Initial Purchase Payment section.</p> <p>If the Contract Owner does not respond to the Reallocation Notice, any Index Strategy that has reached an Index Strategy End Date will automatically renew into the same Index Strategy. If the Index Strategy is no longer available, the funds associated with the closed Index Strategy will be transferred to the Holding Account, where they may be moved among the Variable Subaccounts or into another Index Strategy on the next Index Anniversary Date.</p>
Additional Purchase Payments	<p>Additional Purchase Payments can be made so long as all owners are less than 86 years of age based on an Age Last Birthday calculation on the Contract Anniversary Date.</p> <p>Additional Purchase Payments made between Index Anniversaries must be allocated to a Variable Subaccount and may be allocated to an Index Strategy on the Index Anniversary Date. If no Variable Subaccount is specified, the funds will be allocated to the Holding Account.</p>
Withdrawals	<p>Withdrawals from the Contract are allowed at any time. Withdrawals exceeding the Free Withdrawal Amount, will be assessed a Surrender Charge, if applicable, and result in an adjustment to the Index Strategy Base if the Withdrawal occurs during an Index Strategy Term.</p> <p>If no Surrender Charge is applicable, the Withdrawal will reduce the Account Value by the amount of the Withdrawal. Otherwise, the Account Value will be reduced by the sum of the Withdrawal amount and Surrender Charge. The Index Strategy Base will be reduced proportionally for each Index Strategy by the proportion that the Withdrawal Reduced the Interim Value.</p> <p>Partial Withdrawals will be deducted first from any Variable Subaccounts on a pro-rata basis, unless directed otherwise. Once the Variable Subaccounts have been depleted, any remaining Withdrawal amount will be deducted from the Index Strategies, also on a pro-rata basis. The Owner can provide direction to specify the source of Withdrawals from Variable Subaccounts and Index Strategies of their choosing.</p>
Free Withdrawal Amount	<p>The Free Withdrawal Amount will be set equal to 10% of all Purchase Payments still within the CDSC period applicable to each Purchase Payment. No Free Withdrawal Amount will be available upon a full surrender.</p>

Surrender Charges	Surrender Charges will follow the prescribed schedule in the Expenses section based on the age of each Purchase Payment. Surrender Charges will be applied to Purchase Payments in the order they are received upon a full or partial surrender request.
Interim Value	<p>When a Contract Owner takes a Withdrawal from, transfers out of, annuitizes, or Prudential must pay a death claim between Index Strategy Start and End Dates, an Interim Value Adjustment will be applied to each Index Strategy Base at the time of the transaction.</p> <p>On each Valuation Day during the year, other than the Index Strategy Start Date and Index Strategy End Date, each Index Strategy is valued using an Interim Value calculation. The Interim Value reflects the value of the investments made to back the Index Strategy in comparison to pro-rata returns for the amount of time the strategy has been invested.</p> <p>The Interim Value is calculated by taking the Minimum [(1) + (2), (3)], where:</p> <ol style="list-style-type: none"> 1) the fair market value of the Index Strategy Base; 2) the current value of the underlying options; and 3) the pro-rata portion of the potential Index Credit
Advisory Fees	On the I-Series version of the Product, Advisory Fees will be deducted from the Account Value and treated as a Withdrawal. Advisory Fees will be limited to a maximum of 1.50% Value per calendar year and applied to the total Account Value.
Transfers	Funds may be transferred out of any Index Strategy at any time subject to any applicable Interim Value Adjustment and allocated to any Variable Subaccount. No allocation may be made to an Index Strategy between Index Strategy Start and End Dates and amounts transferred out of an Index Strategy during an Index Term will be subject to any applicable Interim Value adjustment.
Purchase Payment Limitations	<p>We may limit, restrict, suspend or reject any additional Purchase Payments at any time, on a non-discriminatory manner. Circumstances where we may limit, restrict, suspend or reject additional Purchase Payments include, but are not limited to the following:</p> <ul style="list-style-type: none"> • we are not offering this Product for new issues; or • we are offering a modified version of this Product for new issue

Actuarial Basis for Surrender Amounts

The values of the contract comply with Section 7 of the NAIC Model Variable Annuity Regulation, model #250.

Based on my review, I certify that this Annuity complies with the nonforfeiture requirements in Section 7 of the NAIC Model Variable Annuity Regulation, model #250, as modified by Section 1B of these standards.

Actuarial Basis for Reserves

Statutory reserves will be calculated based on the Commissioner's Annuity Reserve Valuation Method according to AG43 / VM21.

In my opinion, the reserves held for this rider are computed in accordance with presently accepted actuarial standards of practice consistently applied, and fairly stated, in accordance with sound actuarial principles.



1/23/2020

Don D. Yao, A.S.A., M.A.A.A.
Director, Actuary
Pruco Life Insurance Corporation

Date

PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION

**MEMORANDUM OF VARIABILITY FOR
INDIVIDUAL FLEXIBLE PREMIUM INDEX-LINKED VARIABLE ANNUITY
CONTRACT FORM: RILA/IND(11/19) (or state variation thereof)**

Brackets in the referenced Annuity forms designate any variable material. There are two types of variations: those that vary by Annuity purchaser, and those that vary for new business. The values shown within brackets in the referenced Annuity forms will not be applied in a discriminatory manner.

VARIATIONS BY ANNUITY PURCHASER:

Annuity Number

Issue Date

Type of Business

Owner(s), Date of Birth, Sex

Annuitant, Date of Birth, Sex

Joint Annuitant, Date of Birth, Sex

Contingent Annuitant, Date of Birth, Sex

ALLOCATION OF INITIAL PURCHASE PAYMENT:

Purchase Payment: This field will indicate the amount of the Initial Purchase Payment

Variable Sub-Account Allocation Percentage: This item will show the Variable Sub-Accounts available as of contract issue and the percentages elected by the purchaser. We may change the Variable Sub-Accounts we make available from time to time.

Index Strategy Allocation Percentage: This item will show the Index Strategy Allocations available as of contract issue and the percentages elected by the purchaser. We may change the Index Strategy Allocations we make available from time to time subject to any required regulatory approval.

VARIATIONS FOR NEW BUSINESS: The following items may vary based on any decisions affecting new business or specific classes of Annuity purchasers. Minimum and maximum value ranges that may be used are indicated.

Service Office Address: This is the address of the office where the Annuity is serviced. If this address changes, purchasers will be given notice of the change.

Officer Signatures: The officer signatures are subject to change from time to time.

Holding Account Period: This will range from 0 to 75 days.

Purchase Payment Limitation: If there is a limit on acceptance of Purchase Payments, this item will indicate the date on which we will no longer accept Purchase Payments. Currently we will accept Purchase Payments up until the day before the later of: the oldest Owner's 86th birthday (the Annuitant's 86th birthday if the Owner is an entity) or the first anniversary of the Issue Date of the Annuity. In the future, the limiting age may be as low as the oldest Owner's (Annuitant's) 76th birthday or as high as the Owner's (Annuitant's) 90th birthday, and the date could be as late as the fifth anniversary of the Issue Date. If there is no limit on acceptance of Purchase Payments, this item will indicate that there is no limitation.

Minimum Additional Purchase Payment: This item is currently shown as \$100. In the future this item may range from \$25 to \$1,000.

Minimum Additional Purchase Payment Under Automatic Purchase Plans: This item is currently shown as \$50. In the future this item may range from \$10 to \$250.

WITHDRAWALS:

Maximum Free Withdrawal Percentage: This item is currently shown as 10% of Purchase Payments. In the future, the percentage may range from 1% to 20%.

Minimum Withdrawal Amount: This item is currently shown as \$100.00. In the future, this item may range from \$10.00 to \$500.

Minimum Surrender Value After a Partial Withdrawal: This item is currently shown as \$2,000. The range for this item is \$500 to \$2,500.

ALLOCATION OF ACCOUNT VALUE:

Minimum Variable Sub-Account Amount: This is the minimum amount which can be allocated to a Variable Sub-Account. This item is currently shown as \$20. The range for this item is \$20 to \$250.

Minimum Index Strategy Amount: This is the minimum amount which can be allocated to an Index Strategy. This item is currently shown as \$2000. The range for this item is \$1000 to \$5000.

CHARGES:

Insurance Charge: This charge consists of the Mortality and Expense Risk Charge and the Administration Charge and is expressed as an annual rate and is deducted daily from the Account Value allocated to the Sub-accounts. The amount of the Mortality and Expense Risk Charge is currently based on net Purchase Payments with a breakpoint of \$1,000,000. The range for the net Purchase Payments may be as low as \$250,000 and as high as \$5,000,000. The total Insurance Charge for the base Annuity contract will not be less than 0.05% of Account Value, nor more than 2.0% of Account Value in any annuity year.

Contingent Deferred Sales Charge (CDSC): The “age” of a Purchase Payment, when it is withdrawn, determines the applicable CDSC Percentage. Changes in this item will only apply to new issues and specific classes of Annuity purchasers. The duration of time a CDSC may apply will not exceed 10 years. The CDSC charge will not be less than 0%, nor more than 9%.

ANNUITIZATION:

Latest Available Annuity Date: The Latest Available Annuity Date may be the date of, or the first date of the calendar month following, the oldest Owner’s or Annuitant’s attainment of a specific age, whichever comes first. This age may range from age 90 to age 100. This item is currently shown as the first day of the calendar month first following the oldest Owner’s or Annuitant’s 95th birthday. Any changes in this item would apply to new issues only.

Earliest Available Annuity Date: The Earliest Available Annuity Date may be as early as one year after the Issue Date, or as late as four years after the Issue Date. This item is currently shown in the Annuity as three years from the Issue Date. Any changes in this item would apply to new issues only.

Minimum Annuity Payment: This item will take into account applicable regulatory requirements. This item is currently shown as \$100 per month, and will not change once annuity payments commence. In the future this item may range from \$20 to \$250, but any such change would apply to new issues only.

Minimum Surrender Value at Annuitization: This is the minimum Surrender Value which we require on the Annuity Date in order to begin annuity payments. If the Surrender Value is less than this minimum amount, we will pay the Surrender Value in a lump sum. Currently this item is shown as \$2,000. In the future we may change this item for new issues. The range for this item is \$1,000 to \$5,000.

Basis Of Computation For Annuity Options: This is the description of the assumptions underlying the calculation of the guaranteed payouts for each Annuity Option we make available. Currently, this item is shown as:

We use an interest rate of 0.25% per year. The adjusted age is the Annuitant’s age as of the Annuitant’s last birthday prior to the date on which the first payment is due, adjusted as shown in the “Translation of Adjusted Age” table below. The actuarial basis of the Annuity Options is the Annuity 2000 valuation mortality table, with four-year age setback and projected mortality improvement factors (modified Scale G) projected from the age at annuitization to the age at which the probability of survival is needed in the calculation of the annuity payment.

In the future, the mortality, interest and all other actuarial assumptions may be changed for new issues.

Translation of Adjusted Age: This is the description of any generational improvement that may apply to the Basis of Computation for Annuity Options. Currently, this item is shown as:

Translation of Adjusted Age			
Calendar Year in Which First Payment Is Due	Adjusted Age	Calendar Year in Which First Payment Is Due	Adjusted Age
2020 through 2029	Actual Age minus 2	2070 through 2079	Actual Age minus 7
2030 through 2039	Actual Age minus 3	2080 through 2089	Actual Age minus 8
2040 through 2049	Actual Age minus 4	2090 through 2099	Actual Age minus 9
2050 through 2059	Actual Age minus 5	2100 through 2109	Actual Age minus 10
2060 through 2069	Actual Age minus 6	2110 through 2119	Actual Age minus 11]

In the future, this may change for new issues or not appear at all, depending upon the Basis of Computation for Annuity Options.

Annuity Option 1 Table – Payments for Life with 120 Months Period Certain: This is the guaranteed amount of monthly annuity payment for each \$1,000 applied for Annuity Option 1 assuming 120 months Period Certain. This is calculated on the Computation Basis for Annuity Options. Currently, this item is shown as:

ANNUITY OPTION 1 Table – Payments for Life with 120 Months Period Certain								
Adjusted Age	Male	Female	Adjusted Age	Male	Female	Adjusted Age	Male	Female
41	1.76	1.62	61	2.90	2.60	81	5.83	5.39
42	1.79	1.65	62	2.99	2.68	82	6.03	5.61
43	1.83	1.68	63	3.09	2.76	83	6.22	5.83
44	1.87	1.72	64	3.19	2.85	84	6.41	6.05
45	1.91	1.75	65	3.30	2.94	85	6.60	6.27
46	1.96	1.79	66	3.41	3.04	86	6.78	6.48
47	2.00	1.83	67	3.53	3.15	87	6.96	6.69
48	2.05	1.87	68	3.65	3.26	88	7.12	6.89
49	2.10	1.91	69	3.78	3.37	89	7.28	7.08
50	2.15	1.95	70	3.92	3.50	90	7.43	7.25
51	2.20	2.00	71	4.07	3.63	91	7.56	7.41
52	2.26	2.05	72	4.22	3.77	92	7.69	7.56
53	2.32	2.10	73	4.38	3.91	93	7.80	7.69
54	2.38	2.15	74	4.54	4.07	94	7.91	7.81
55	2.44	2.20	75	4.71	4.23	95	8.00	7.92
56	2.51	2.26	76	4.89	4.40			
57	2.58	2.32	77	5.07	4.59			
58	2.65	2.39	78	5.25	4.78			
59	2.73	2.45	79	5.44	4.97			
60	2.81	2.53	80	5.64	5.18			

In the future, this may change for new issues and the monthly payments will be derived from the associated Computation Basis for Annuity Options.

Annuity Option 2 Table – Joint and Last Survivor: This is the guaranteed amount of monthly annuity payment for each \$1,000 applied for Annuity Option 2. This is calculated on the Computation Basis for Annuity Options. Currently, this item is shown as:

ANNUITY OPTION 2 Table - Joint and Last Survivor											
Male Adjusted Age	Female Adjusted Age										
	45	50	55	60	65	70	75	80	85	90	95
45	1.59	1.68	1.75	1.80	1.84	1.87	1.89	1.90	1.91	1.91	1.91
50	1.64	1.76	1.86	1.95	2.02	2.07	2.11	2.13	2.14	2.15	2.15
55	1.68	1.82	1.96	2.09	2.21	2.30	2.36	2.40	2.43	2.44	2.45
60	1.71	1.87	2.05	2.22	2.39	2.54	2.65	2.73	2.78	2.81	2.82
65	1.73	1.90	2.11	2.33	2.56	2.79	2.98	3.13	3.23	3.29	3.32
70	1.74	1.92	2.15	2.41	2.70	3.02	3.32	3.58	3.78	3.90	3.97
75	1.74	1.94	2.17	2.46	2.81	3.21	3.64	4.06	4.42	4.68	4.84
80	1.75	1.95	2.19	2.50	2.88	3.35	3.91	4.52	5.12	5.60	5.94
85	1.75	1.95	2.20	2.51	2.92	3.44	4.10	4.91	5.79	6.62	7.26
90	1.75	1.95	2.20	2.53	2.94	3.49	4.23	5.19	6.36	7.62	8.73
95	1.75	1.95	2.21	2.53	2.96	3.52	4.30	5.37	6.78	8.47	10.15]

In the future, this may change for new issues and the monthly payments will be derived from the associated Computation Basis for Annuity Options.

SEPARATE ACCOUNT(S):

Variable Separate Account: This is the separate account that supports the variable Sub-accounts. The “Reserved Rights” provision in the Annuity describes changes we reserve the right to make with respect to this Separate Account.

Index Strategies Separate Account: This is the separate account that supports the Index Strategies. The “Reserved Rights” provision in the Annuity describes changes we reserve the right to make with respect to this Separate Account.

Riders and Endorsements Made a Part of the Annuity on the Issue Date: If this item is included, it will consist of a list of the Riders and Endorsements attached to the Annuity on its Issue Date.

IMPORTANT DISCLOSURES:

This section will include any disclosure statements required by the index companies. We may add, remove or change the content of disclosure as needed. The name of the Annuity appears in brackets in this section as “RILA Marketing Name” as the marketing name has not been determined at the time of this filing.

PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION

**MEMORANDUM OF VARIABILITY FOR
POINT-TO-POINT INDEXED WITH CAP INDEX STRATEGY ENDORSEMENT:
END-RILA-P2P(11/19) (or state variation thereof)**

Brackets in the referenced Endorsement designate any variable material. There are two types of variations: those that vary by Annuity purchaser and those items that vary for new business. The values shown within brackets in the referenced Endorsement not be applied in a discriminatory manner.

VARIATIONS BY ANNUITY PURCHASER:

Annuity Number: This is the number assigned to the Annuity by us for record keeping purposes.

Effective Date: This date will be the Issue Date of the Annuity if this endorsement is included at the time the Annuity is purchased, or a subsequent date if this Endorsement is issued post-issue of the Annuity.

Initial Index Strategy Base: This item will indicate the dollar amount portion of the Purchase Payment that is allocated to each Index Term for each Index.

VARIATIONS FOR NEW BUSINESS: The following items may vary based on any decisions affecting new business. Minimum and maximum value ranges that may be used are indicated.

Officer Signature: The officer signature is subject to change from time to time.

Index: This item will indicate the indexes we make available. Not all indexes may be available based on product distribution. We may update the indexes to appear differently which may include removing the ticker symbol or clarifying the index return status. From time to time we may change the indexes we make available. We reserve the right to display only the indexes applicable to the annuity being issued. Currently, the indexes we make available are the following:

S&P 500 Index, Price Return (SPX)

MSCI EAFE Index, Price Return (MXEA)

Initial Index Term: This item will indicate the durations we may make available. Not all durations may be available based on product distribution. The range for the Initial Index Term may be as low as 1 month or as high as 10 years.

Guaranteed Minimum Cap Rate: The Guaranteed Minimum Cap Rates may vary for new business and based on product distribution.. The range may be as low as 1.00% or as high as 20.00%.

Initial Cap Rate: The Initial Cap Rates may be as low as 1.00% with no maximum.

Buffer: The Buffer may range from 1.00% to 100.00% and may vary based on product distribution.

Market Value Index Rate: Currently the Bloomberg Barclays U.S. Intermediate Credit Index is used for the Market Value Index Rate. We may utilize a similar index for this purpose at any time.

PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION

**MEMORANDUM OF VARIABILITY FOR
TIERED PARTICIPATION RATE INDEX STRATEGY ENDORSEMENT:
END-RILA-TPAR(11/19) (or state variation thereof)**

Brackets in the referenced Endorsement designate any variable material. There are two types of variations: those that vary by Annuity purchaser and those items that vary for new business. The values shown within brackets in the referenced Endorsement not be applied in a discriminatory manner.

VARIATIONS BY ANNUITY PURCHASER:

Annuity Number: This is the number assigned to the Annuity by us for record keeping purposes.

Effective Date: This date will be the Issue Date of the Annuity if this endorsement is included at the time the Annuity is purchased, or a subsequent date if this Endorsement is issued post-issue of the Annuity.

Initial Index Strategy Base: This item will indicate the dollar amount portion of the Purchase Payment that is allocated to each Index Term for each Index.

VARIATIONS FOR NEW BUSINESS: The following items may vary based on any decisions affecting new business. Minimum and maximum value ranges that may be used are indicated.

Officer Signature: The officer signature is subject to change from time to time.

Index: This item will indicate the indexes we make available. Not all indexes may be available based on product distribution. We may update the indexes to appear differently which may include removing the ticker symbol or clarifying the index return status. From time to time we may change the indexes we make available. We reserve the right to display only the indexes applicable to the annuity being issued. Currently, the indexes we make available are the following:

S&P 500 Index, Price Return (SPX)

MSCI EAFE Index, Price Return (MXEA)

Initial Index Term: This item will indicate the durations we may make available. Not all durations may be available based on product distribution.

Initial Tier 1 Participation Rate: The Initial Tier 1 Participation Rate may range from 25.00% to 200.00% and may vary based on product distribution.

Initial Tier 2 Participation Rate: The Initial Tier 2 Participation Rate may range from 25.00% to 500.00% and may vary based on product distribution.

Guaranteed Minimum Participation Rate: The Guaranteed Minimum Participation Rate may range from 25.00% to 100.00% and may vary based on product distribution.

Tier Level: The Tier Level may range from 2.00% to 100.00%

Guaranteed Maximum Tier Level: The Guaranteed Maximum Tier Level may vary for new business and may be as low as 20.00% or as high as 100.00% and may vary based on product distribution.

Buffer: The Buffer may range from 1.00% to 100.00% and may vary based on product distribution.

Market Value Index Rate: Currently the Bloomberg Barclays U.S. Intermediate Credit Index is used for the Market Value Index Rate. We may utilize a similar index for this purpose at any time.

PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION

**MEMORANDUM OF VARIABILITY FOR
STEP RATE PLUS INDEX STRATEGY ENDORSEMENT:
END-RILA-SRP(11/19) (or state variation thereof)**

Brackets in the referenced Endorsement designate any variable material. There are two types of variations: those that vary by Annuity purchaser and those items that vary for new business. The values shown within brackets in the referenced Endorsement not be applied in a discriminatory manner.

VARIATIONS BY ANNUITY PURCHASER:

Annuity Number: This is the number assigned to the Annuity by us for record keeping purposes.

Effective Date: This date will be the Issue Date of the Annuity if this endorsement is included at the time the Annuity is purchased, or a subsequent date if this Endorsement is issued post-issue of the Annuity.

Initial Index Strategy Base: This item will indicate the dollar amount portion of the Purchase Payment that is allocated to each Index Term for each Index.

VARIATIONS FOR NEW BUSINESS: The following items may vary based on any decisions affecting new business. Minimum and maximum value ranges that may be used are indicated.

Officer Signature: The officer signature is subject to change from time to time.

Index: This item will indicate the indexes we make available. Not all indexes may be available based on product distribution. We may update the indexes to appear differently which may include removing the ticker symbol or clarifying the index return status. From time to time we may change the indexes we make available. We reserve the right to display only the indexes applicable to the annuity being issued. Currently, the indexes we make available are the following:

S&P 500 Index, Price Return (SPX)

MSCI EAFE Index, Price Return (MXEA)

Initial Index Term: This item will indicate the durations we may make available. Not all durations may be available based on product distribution. The range for the Initial Index Term may be as low as 1 month or as high as 10 years.

Initial Step Rate: The Initial Step Rate may range from 0.50% to 20.00%.

Guaranteed Minimum Step Rate: The Guaranteed Minimum Step Rate may vary for new business and based on product distribution. The range may be as low as 0.50% or as high as 10.00%.

Participation Rate: The Participation Rate may range from 25.00% to 200.00% and may vary based on product distribution.

Guaranteed Minimum Participation Rate: The Guaranteed Minimum Participation Rate may range from 25.00% to 100.00% and may vary based on product distribution.

Buffer: The Buffer may range from 1.00% to 100.00% and may vary based on product distribution.

Market Value Index Rate: Currently the Bloomberg Barclays U.S. Intermediate Credit Index is used for the Market Value Index Rate. We may utilize a similar index for this purpose at any time.

PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION

**MEMORANDUM OF VARIABILITY FOR
RETURN OF PURCHASE PAYMENTS DEATH BENEFIT RIDER:
RID-RILA-ROP(11/19) (or state variation thereof)**

Brackets in the referenced Endorsement designate any variable material. There are two types of variations: those that vary by Annuity purchaser and those items that vary for new business. The values shown within brackets in the referenced Endorsement not be applied in a discriminatory manner.

VARIATIONS BY ANNUITY PURCHASER:

Annuity Number: This is the number assigned to the Annuity by us for record keeping purposes.

Effective Date: This date will be the Issue Date of the Annuity if this endorsement is included at the time the Annuity is purchased, or a subsequent date if this Endorsement is issued post-issue of the Annuity.

VARIATIONS FOR NEW BUSINESS: The following items may vary based on any decisions affecting new business. Minimum and maximum value ranges that may be used are indicated.

Due Proof of Death Period: We will pay the Return of Purchase Payments Death Benefit if we receive Due Proof of Death within this period. If we receive Due Proof of Death subsequent to the end of this period, the death benefit payable will equal the death benefit described in the Annuity contract, exclusive of any other death benefit riders made a part of the Annuity. Currently the Due Proof of Death Period is one year. The range for this item is 6 months to 2 years. Any change in the Due Proof of Death Period will only apply to new issues.

Officer Signature: The officer signature is subject to change from time to time.

PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION

**MEMORANDUM OF VARIABILITY FOR
MEDICALLY RELATED SURRENDER ENDORSEMENT:
END-RILA-MRS(11/19) (or state variation thereof)**

Brackets in the referenced Endorsement designate any variable material. There are two types of variations: those that vary by Annuity purchaser and those items that vary for new business. The values shown within brackets in the referenced Endorsement not be applied in a discriminatory manner.

VARIATIONS BY ANNUITY PURCHASER:

Annuity Number: This is the number assigned to the Annuity by us for record keeping purposes.

Effective Date: This date will be the Issue Date of the Annuity if this endorsement is included at the time the Annuity is purchased, or a subsequent date if this Endorsement is issued post-issue of the Annuity.

VARIATIONS FOR NEW BUSINESS: The following items may vary based on any decisions affecting new business. Minimum and maximum value ranges that may be used are indicated.

Maximum Medically Related Surrender Amount: Currently, any portion of a Medically Related Surrender request that, together with prior Medically Related Surrender requests under the Annuity and other annuities issued to the Owner by Prudential Annuities Life Assurance Corporation or its affiliates, exceeds \$500,000 is not eligible to be treated as a Medically Related Surrender. In the future this maximum may range between \$250,000 and \$1,000,000.

Officer Signature: The officer signature is subject to change from time to time.

PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION

MEMORANDUM OF VARIABILITY FOR ANNUITY SCHEDULE PAGE: RILA-SCH-I(11/19) (or state variation thereof)

Brackets in the referenced Annuity forms designate any variable material. There are two types of variations: those that vary by Annuity purchaser, and those that vary for new business. The values shown within brackets in the referenced Annuity forms will not be applied in a discriminatory manner.

VARIATIONS BY ANNUITY PURCHASER:

Annuity Number
Issue Date
Type of Business
Owner(s), Date of Birth, Sex
Annuitant, Date of Birth, Sex
Joint Annuitant, Date of Birth, Sex
Contingent Annuitant, Date of Birth, Sex

ALLOCATION OF INITIAL PURCHASE PAYMENT:

Purchase Payment: This field will indicate the amount of the Initial Purchase Payment

Variable Sub-Account Allocation Percentage: This item will show the Variable Sub-Accounts available as of contract issue and the percentages elected by the purchaser. We may change the Variable Sub-Accounts we make available from time to time.

Index Strategy Allocation Percentage: This item will show the Index Strategy Allocations available as of contract issue and the percentages elected by the purchaser. We may change the Index Strategy Allocations we make available from time to time subject to any required regulatory approval.

VARIATIONS FOR NEW BUSINESS: The following items may vary based on any decisions affecting new business or specific classes of Annuity purchasers. Minimum and maximum value ranges that may be used are indicated.

Holding Account Period: This will range from 0 to 75 days.

Purchase Payment Limitation: If there is a limit on acceptance of Purchase Payments, this item will indicate the date on which we will no longer accept Purchase Payments. Currently we will accept Purchase Payments up until the day before the later of: the oldest Owner's 86th birthday (the Annuitant's 86th birthday if the Owner is an entity) or the first anniversary of the Issue Date of the Annuity. In the future, the limiting age may be as low as the oldest Owner's (Annuitant's) 76th birthday or as high as the Owner's (Annuitant's) 90th birthday, and the date could be as late as the fifth anniversary of the Issue Date. If there is no limit on acceptance of Purchase Payments, this item will indicate that there is no limitation.

Minimum Additional Purchase Payment: This item is currently shown as \$100. In the future this item may range from \$25 to \$1,000.

Minimum Additional Purchase Payment Under Automatic Purchase Plans: This item is currently shown as \$50. In the future this item may range from \$10 to \$250.

WITHDRAWALS:

Minimum Withdrawal Amount: This item is currently shown as \$100.00. In the future, this item may range from \$10.00 to \$500.

Minimum Surrender Value After a Partial Withdrawal: This item is currently shown as \$2,000. The range for this item is \$500 to \$2,500.

ALLOCATION OF ACCOUNT VALUE:

Minimum Variable Sub-Account Amount: This is the minimum amount which can be allocated to a Variable Sub-Account. This item is currently shown as \$20. The range for this item is \$20 to \$250.

Minimum Index Strategy Amount: This is the minimum amount which can be allocated to an Index Strategy. This item is currently shown as \$2000. The range for this item is \$1000 to \$5000.

CHARGES:

Insurance Charge: This charge consists of the Mortality and Expense Risk Charge and the Administration Charge and is expressed as an annual rate and is deducted daily from the Account Value allocated to the Sub-accounts. The amount of the Mortality and Expense Risk Charge is currently based on net Purchase Payments with a breakpoint of \$1,000,000. The range for the net Purchase Payments may be as low as \$250,000 and as high as \$5,000,000. The total Insurance Charge for the base Annuity contract will not be less than 0.05% of Account Value, nor more than 2.0% of Account Value in any annuity year.

Advisory Fees: The range for this item is 0.00% to 1.50%

ANNUITIZATION:

Latest Available Annuity Date: The Latest Available Annuity Date may be the date of, or the first date of the calendar month following, the oldest Owner's or Annuitant's attainment of a specific age, whichever comes first. This age may range from age 90 to age 100. This item is currently shown as the first day of the calendar month first following the oldest Owner's or Annuitant's 95th birthday. Any changes in this item would apply to new issues only.

Earliest Available Annuity Date: The Earliest Available Annuity Date may be as early as one year after the Issue Date, or as late as four years after the Issue Date. This item is currently shown in the Annuity as three years from the Issue Date. Any changes in this item would apply to new issues only.

Minimum Annuity Payment: This item will take into account applicable regulatory requirements. This item is currently shown as \$100 per month, and will not change once annuity payments commence. In the future this item may range from \$20 to \$250, but any such change would apply to new issues only.

Minimum Surrender Value at Annuitization: This is the minimum Surrender Value which we require on the Annuity Date in order to begin annuity payments. If the Surrender Value is less than this minimum amount, we will pay the Surrender Value in a lump sum. Currently this item is shown as \$2,000. In the future we may change this item for new issues. The range for this item is \$1,000 to \$5,000.

Basis Of Computation For Annuity Options: This is the description of the assumptions underlying the calculation of the guaranteed payouts for each Annuity Option we make available. Currently, this item is shown as:

We use an interest rate of 0.25% per year. The adjusted age is the Annuitant's age as of the Annuitant's last birthday prior to the date on which the first payment is due, adjusted as shown in the "Translation of Adjusted Age" table below. The actuarial basis of the Annuity Options is the Annuity 2000 valuation mortality table, with four-year age setback and projected mortality improvement factors (modified Scale G) projected from the age at annuitization to the age at which the probability of survival is needed in the calculation of the annuity payment.

In the future, the mortality, interest and all other actuarial assumptions may be changed for new issues.

Translation of Adjusted Age: This is the description of any generational improvement that may apply to the Basis of Computation for Annuity Options. Currently, this item is shown as:

Translation of Adjusted Age			
Calendar Year in Which First Payment Is Due	Adjusted Age	Calendar Year in Which First Payment Is Due	Adjusted Age
2020 through 2029	Actual Age minus 2	2070 through 2079	Actual Age minus 7
2030 through 2039	Actual Age minus 3	2080 through 2089	Actual Age minus 8
2040 through 2049	Actual Age minus 4	2090 through 2099	Actual Age minus 9
2050 through 2059	Actual Age minus 5	2100 through 2109	Actual Age minus 10
2060 through 2069	Actual Age minus 6	2110 through 2119	Actual Age minus 11]

In the future, this may change for new issues or not appear at all, depending upon the Basis of Computation for Annuity Options.

Annuity Option 1 Table – Payments for Life with 120 Months Period Certain: This is the guaranteed amount of monthly annuity payment for each \$1,000 applied for Annuity Option 1 assuming 120 months Period Certain. This is calculated on the Computation Basis for Annuity Options. Currently, this item is shown as:

ANNUITY OPTION 1 Table – Payments for Life with 120 Months Period Certain								
Adjusted Age	Male	Female	Adjusted Age	Male	Female	Adjusted Age	Male	Female
41	1.76	1.62	61	2.90	2.60	81	5.83	5.39
42	1.79	1.65	62	2.99	2.68	82	6.03	5.61
43	1.83	1.68	63	3.09	2.76	83	6.22	5.83
44	1.87	1.72	64	3.19	2.85	84	6.41	6.05
45	1.91	1.75	65	3.30	2.94	85	6.60	6.27
46	1.96	1.79	66	3.41	3.04	86	6.78	6.48
47	2.00	1.83	67	3.53	3.15	87	6.96	6.69
48	2.05	1.87	68	3.65	3.26	88	7.12	6.89
49	2.10	1.91	69	3.78	3.37	89	7.28	7.08
50	2.15	1.95	70	3.92	3.50	90	7.43	7.25
51	2.20	2.00	71	4.07	3.63	91	7.56	7.41
52	2.26	2.05	72	4.22	3.77	92	7.69	7.56
53	2.32	2.10	73	4.38	3.91	93	7.80	7.69
54	2.38	2.15	74	4.54	4.07	94	7.91	7.81
55	2.44	2.20	75	4.71	4.23	95	8.00	7.92
56	2.51	2.26	76	4.89	4.40			
57	2.58	2.32	77	5.07	4.59			
58	2.65	2.39	78	5.25	4.78			
59	2.73	2.45	79	5.44	4.97			
60	2.81	2.53	80	5.64	5.18			

In the future, this may change for new issues and the monthly payments will be derived from the associated Computation Basis for Annuity Options.

Annuity Option 2 Table – Joint and Last Survivor: This is the guaranteed amount of monthly annuity payment for each \$1,000 applied for Annuity Option 2. This is calculated on the Computation Basis for Annuity Options. Currently, this item is shown as:

ANNUITY OPTION 2 Table - Joint and Last Survivor											
Male Adjusted Age	Female Adjusted Age										
	45	50	55	60	65	70	75	80	85	90	95
45	1.59	1.68	1.75	1.80	1.84	1.87	1.89	1.90	1.91	1.91	1.91
50	1.64	1.76	1.86	1.95	2.02	2.07	2.11	2.13	2.14	2.15	2.15
55	1.68	1.82	1.96	2.09	2.21	2.30	2.36	2.40	2.43	2.44	2.45
60	1.71	1.87	2.05	2.22	2.39	2.54	2.65	2.73	2.78	2.81	2.82
65	1.73	1.90	2.11	2.33	2.56	2.79	2.98	3.13	3.23	3.29	3.32
70	1.74	1.92	2.15	2.41	2.70	3.02	3.32	3.58	3.78	3.90	3.97
75	1.74	1.94	2.17	2.46	2.81	3.21	3.64	4.06	4.42	4.68	4.84
80	1.75	1.95	2.19	2.50	2.88	3.35	3.91	4.52	5.12	5.60	5.94
85	1.75	1.95	2.20	2.51	2.92	3.44	4.10	4.91	5.79	6.62	7.26
90	1.75	1.95	2.20	2.53	2.94	3.49	4.23	5.19	6.36	7.62	8.73
95	1.75	1.95	2.21	2.53	2.96	3.52	4.30	5.37	6.78	8.47	10.15]

In the future, this may change for new issues and the monthly payments will be derived from the associated Computation Basis for Annuity Options.

SEPARATE ACCOUNT(S):

Variable Separate Account: This is the separate account that supports the variable Sub-accounts. The “Reserved Rights” provision in the Annuity describes changes we reserve the right to make with respect to this Separate Account.

Index Strategies Separate Account: This is the separate account that supports the Index Strategies. The “Reserved Rights” provision in the Annuity describes changes we reserve the right to make with respect to this Separate Account.

Riders and Endorsements Made a Part of the Annuity on the Issue Date: If this item is included, it will consist of a list of the Riders and Endorsements attached to the Annuity on its Issue Date.

PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION

MEMORANDUM OF VARIABILITY FOR ANNUITY SCHEDULE PAGE: RILA-SCH-DCD(11/19) (or state variation thereof)

Brackets in the referenced Annuity forms designate any variable material. There are two types of variations: those that vary by Annuity purchaser, and those that vary for new business. The values shown within brackets in the referenced Annuity forms will not be applied in a discriminatory manner.

VARIATIONS BY ANNUITY PURCHASER:

Annuity Number
Issue Date
Type of Business
Owner(s), Date of Birth, Sex
Key Life, Date of Birth, Sex

ALLOCATION OF INITIAL PURCHASE PAYMENT:

Purchase Payment: This field will indicate the amount of the Initial Purchase Payment

Variable Sub-Account Allocation Percentage: This item will show the Variable Sub-Accounts available as of contract issue and the percentages elected by the purchaser. We may change the Variable Sub-Accounts we make available from time to time.

Index Strategy Allocation Percentage: This item will show the Index Strategy Allocations available as of contract issue and the percentages elected by the purchaser. We may change the Index Strategy Allocations we make available from time to time subject to any required regulatory approval.

VARIATIONS FOR NEW BUSINESS: The following items may vary based on any decisions affecting new business or specific classes of Annuity purchasers. Minimum and maximum value ranges that may be used are indicated.

Holding Account Period: This will range from 0 to 75 days.

WITHDRAWALS:

Maximum Free Withdrawal Percentage: This item is currently shown as 10% of Purchase Payments. In the future, the percentage may range from 1% to 20%.

Minimum Withdrawal Amount: This item is currently shown as \$100.00. In the future, this item may range from \$10.00 to \$500.

Minimum Surrender Value After a Partial Withdrawal: This item is currently shown as \$2,000. The range for this item is \$500 to \$2,500.

ALLOCATION OF ACCOUNT VALUE:

Minimum Variable Sub-Account Amount: This is the minimum amount which can be allocated to a Variable Sub-Account. This item is currently shown as \$20. The range for this item is \$20 to \$250.

Minimum Index Strategy Amount: This is the minimum amount which can be allocated to an Index Strategy. This item is currently shown as \$2000. The range for this item is \$1000 to \$5000.

CHARGES:

Insurance Charge: This charge consists of the Mortality and Expense Risk Charge and the Administration Charge and is expressed as an annual rate and is deducted daily from the Account Value allocated to the Sub-accounts. The amount of the Mortality and Expense Risk Charge is currently based on net Purchase Payments with a breakpoint of \$1,000,000. The range for the net Purchase Payments may be as low as \$250,000 and as high as \$5,000,000. The total Insurance Charge for the base Annuity contract will not be less than 0.05% of Account Value, nor more than 2.0% of Account Value in any annuity year.

Contingent Deferred Sales Charge (CDSC): The “age” of a Purchase Payment, when it is withdrawn, determines the applicable CDSC Percentage. Changes in this item will only apply to new issues and specific classes of Annuity purchasers. The duration of time a CDSC may apply will not exceed 10 years. The CDSC charge will not be less than 0%, nor more than 9%.

SEPARATE ACCOUNT(S):

Variable Separate Account: This is the separate account that supports the variable Sub-accounts. The “Reserved Rights” provision in the Annuity describes changes we reserve the right to make with respect to this Separate Account.

Index Strategies Separate Account: This is the separate account that supports the Index Strategies. The “Reserved Rights” provision in the Annuity describes changes we reserve the right to make with respect to this Separate Account.

Riders and Endorsements Made a Part of the Annuity on the Issue Date: If this item is included, it will consist of a list of the Riders and Endorsements attached to the Annuity on its Issue Date.

PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION

MEMORANDUM OF VARIABILITY FOR ANNUITY SCHEDULE PAGE: RILA-SCH-I-DCD(11/19) (or state variation thereof)

Brackets in the referenced Annuity forms designate any variable material. There are two types of variations: those that vary by Annuity purchaser, and those that vary for new business. The values shown within brackets in the referenced Annuity forms will not be applied in a discriminatory manner.

VARIATIONS BY ANNUITY PURCHASER:

Annuity Number
Issue Date
Type of Business
Owner(s), Date of Birth, Sex
Key Life, Date of Birth, Sex

ALLOCATION OF INITIAL PURCHASE PAYMENT:

Purchase Payment: This field will indicate the amount of the Initial Purchase Payment

Variable Sub-Account Allocation Percentage: This item will show the Variable Sub-Accounts available as of contract issue and the percentages elected by the purchaser. We may change the Variable Sub-Accounts we make available from time to time.

Index Strategy Allocation Percentage: This item will show the Index Strategy Allocations available as of contract issue and the percentages elected by the purchaser. We may change the Index Strategy Allocations we make available from time to time subject to any required regulatory approval.

VARIATIONS FOR NEW BUSINESS: The following items may vary based on any decisions affecting new business or specific classes of Annuity purchasers. Minimum and maximum value ranges that may be used are indicated.

Holding Account Period: This will range from 0 to 75 days.

WITHDRAWALS:

Minimum Withdrawal Amount: This item is currently shown as \$100.00. In the future, this item may range from \$10.00 to \$500.

Minimum Surrender Value After a Partial Withdrawal: This item is currently shown as \$2,000. The range for this item is \$500 to \$2,500.

ALLOCATION OF ACCOUNT VALUE:

Minimum Variable Sub-Account Amount: This is the minimum amount which can be allocated to a Variable Sub-Account. This item is currently shown as \$20. The range for this item is \$20 to \$250.

Minimum Index Strategy Amount: This is the minimum amount which can be allocated to an Index Strategy. This item is currently shown as \$2000. The range for this item is \$1000 to \$5000.

CHARGES:

Insurance Charge: This charge consists of the Mortality and Expense Risk Charge and the Administration Charge and is expressed as an annual rate and is deducted daily from the Account Value allocated to the Sub-accounts. The amount of the Mortality and Expense Risk Charge is currently based on net Purchase Payments with a breakpoint of \$1,000,000. The range for the net Purchase Payments may be as low as \$250,000 and as high as \$5,000,000. The total Insurance Charge for the base Annuity contract will not be less than 0.05% of Account Value, nor more than 2.0% of Account Value in any annuity year.

Advisory Fees: The range for this item is 0.00% to 1.50%

SEPARATE ACCOUNT(S):

Variable Separate Account: This is the separate account that supports the variable Sub-accounts. The “Reserved Rights” provision in the Annuity describes changes we reserve the right to make with respect to this Separate Account.

Index Strategies Separate Account: This is the separate account that supports the Index Strategies. The “Reserved Rights” provision in the Annuity describes changes we reserve the right to make with respect to this Separate Account.

Riders and Endorsements Made a Part of the Annuity on the Issue Date: If this item is included, it will consist of a list of the Riders and Endorsements attached to the Annuity on its Issue Date.

PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION

MEMORANDUM OF VARIABLE MATERIAL FOR APPLICATION FORM: RILA-APP(6/20)

Brackets in the referenced Application form designate any information that may change or may vary for new issues. The information shown within brackets in the referenced application form will not be changed in a discriminatory manner. We reserve the right to add any registered trademarks or service marks as appropriate.

FORMATTING: We reserve the right to make formatting changes based on any revisions to the Application form. Such changes include changes in layout, font, color and pagination.

MARKETING NAME: We have placed brackets around the placeholder for the marketing name of the product as the name has not been finalized as of the time of submission.

ANNUITY SERVICE CENTER CONTACT INFORMATION: The current address, telephone number, web site, etc. are as indicated in the Application. These are subject to change over time.

ADMINISTRATIVE SECTIONS: Any information we place in the lower right hand corner of the Application is subject to change based on business needs. Such administrative information assists for tracking purposes.

SECTION 1A TYPE OF OWNERSHIP: This section indicates the types of Ownership we will currently allow, if in the future we may elect to stop issuing the annuity to a Natural Person, UGMA/UTMA, Custodian or Trust. If we elect to remove one of the ownership types we reserve the right to remove the election from the application without refiling with the Department.

SECTION 1B OWNER: This section will appear as is. This section is bracketed to indicate that we reserve the right to request additional information regarding the owner depending upon product-specific rules and requirements, including any regulatory requirements.

SECTION 1C JOINT OWNER: This section will appear as is. This section is bracketed to indicate that we reserve the right to request additional information regarding the joint owner depending upon product-specific rules and requirements, including any regulatory requirements. This entire section may be deleted should we no longer offer joint ownership.

SECTION 1D ANNUITANT: This section will appear as is. This section is bracketed to indicate that we reserve the right to request additional information regarding the annuitant depending upon product-specific rules and requirements, including any regulatory requirements.

SECTION 1E OPTIONAL OTHER ANNUITANT: This section will appear as is. This section is bracketed to indicate that we reserve the right to request additional information regarding the other annuitant, or remove the section should we no longer offer a type of ownership that would allow for an optional other annuitant, depending upon product-specific rules and requirements, including any regulatory requirements.

SECTION 2 BENEFICIARY: This section will appear as is. We have placed brackets around this section to indicate that we may request additional information for each beneficiary such as a telephone number based on business need or any regulatory requirement.

SECTION 3A ANNUITY INFORMATION: This section will indicate the types of business we currently accept to issue the annuity. We reserve the right to add or delete types of contracts should we elect to no longer issue the annuity in a type of business. For example, in the future we may elect to only issue the business as qualified business, therefore we would remove Non-Qualified as a type of contract.

SECTION 3B PURCHASE PAYMENT(S): This section currently reflects the sources of funds we allow to issue new business. We reserve the right to remove any source of funds or payment types which may not be applicable if we were to no longer accept a certain type of business as indicated in the variability for Section 3A. For example, if we were to remove Non-Qualified in the previous section, the source of funds would be updated to remove references to the Exchange Form and 1035 Exchange.

SECTION 4 INDEX EFFECTIVE DATE: We have placed brackets around the number of days an initial Purchase Payment may be allocated to the Holding Account. The range for this item is 0 to 75 days.

SECTION 5 ALLOCATION OPTIONS: We may, from time to time, change the allocation options available. Additionally, we reserve the right to indicate in this section any allocation option limitations/restrictions.

SECTION 8 IMPORTANT NOTICES, OWNER ACKNOWLEDGEMENTS AND SIGNATURES: This section may change if / when we are notified, through state regulatory activity, of any changes to fraud warnings or notices or additional fraud warnings or notices required on annuity applications. We reserve the right to add any such notices not pertaining to your state without re-filing with your Department.

SECTION 9A FINANCIAL PROFESSIONAL USE ONLY: We may add or remove commission options at any time.

SECTION 9B FOR BROKER/DEALER USE: We may delete the networking section, based on the Company's business requirements.

PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION

MEMORANDUM OF VARIABLE MATERIAL FOR APPLICATION FORM: RILA-APP-I(6/20)

Brackets in the referenced Application form designate any information that may change or may vary for new issues. The information shown within brackets in the referenced application form will not be changed in a discriminatory manner. We reserve the right to add any registered trademarks or service marks as appropriate.

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SECTION 2 BENEFICIARY: This section will appear as is. We have placed brackets around this section to indicate that we may request additional information for each beneficiary such as a telephone number based on business need or any regulatory requirement.

SECTION 3A ANNUITY INFORMATION: This section will indicate the types of business we currently accept to issue the annuity. We reserve the right to add or delete types of contracts should we elect to no longer issue the annuity in a type of business. For example, in the future we may elect to only issue the business as qualified business, therefore we would remove Non-Qualified as a type of contract.

SECTION 3B PURCHASE PAYMENT(S): This section currently reflects the sources of funds we allow to issue new business. We reserve the right to remove any source of funds or payment types which may not be applicable if we were to no longer accept a certain type of business as indicated in the variability for Section 3A. For example, if we were to remove Non-Qualified in the previous section, the source of funds would be updated to remove references to the Exchange Form and 1035 Exchange.

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SECTION 9B FOR BROKER/DEALER USE: We may delete the networking section, based on the Company's business requirements.

PRUDENTIAL ANNUITIES LIFE ASSURANCE CORPORATION

MEMORANDUM OF VARIABLE MATERIAL FOR APPLICATION FORM: RILA-IBAPP(6/20)

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SECTION 1A DECEDENT: This section will appear as is. We have placed brackets around this section to indicate that we may request additional information depending on product-specific rules and requirements, including any regulatory requirements.

SECTION 1B BENEFICIAL OWNER: This section will appear as is. We have placed brackets around this section to indicate that we may request additional information depending on product-specific rules and requirements, including any regulatory requirements.

SECTION 1C KEY LIFE: This section will appear as is. We have placed brackets around this section to indicate that we may request additional information depending on product-specific rules and requirements, including any regulatory requirements.

SECTION 2 SUCCESSOR: This section will appear as is. We have placed brackets around this section to indicate that we may request additional information for each successor such as a telephone number based on business need or any regulatory requirement.

SECTION 3A ANNUITY INFORMATION: This section will indicate the types of business we currently accept to issue the annuity. We reserve the right to add or delete types of contracts should we elect to no longer issue the annuity in a type of business. For example, in the future we may elect to only issue the business as qualified business, therefore we would remove "Non-Qualified Beneficiary Annuity" as a type of contract.

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